



STATE OF TENNESSEE

REQUEST FOR PROPOSALS FOR STATEWIDE MANAGEMENT ASSISTANCE OF CAPITAL INITIATIVES

SBC Project Number: 529/000-09-03

**Release Date
September 15, 2004**

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1 INTRODUCTION

1.1 Statement of Purpose

The purpose of this Request for Proposal (RFP) is to define the State's minimum requirements, solicit Proposals, and gain adequate information by which the State may evaluate the services offered by a Proposer.

The State of Tennessee's Department of Finance and Administration; Tennessee Board of Regents; University of Tennessee; and other contracting agencies of the State, hereinafter referred to as the State, intend to secure Master Contracts for assistance services pertaining to capital construction projects management. Following the State's selection of the successful Proposer and execution of a Master Contract between Contracting Agency and successful Proposer, Individual Contract(s) for personnel will be executed between the Contracting Agency and Successful Proposer for specified services.

1.2 Scope of Service

The State will accept Proposals for project management assistance services primarily for multiple undefined construction projects, building renovations, and engineering studies. Each Individual Contract will have a specifically defined scope of services, contract arrangement and implementation schedule. While the Request for Proposal (RFP) requires the Proposer to be able to provide a variety of services, not all services will necessarily be required in each Individual Contract nor in the aggregate of all Individual Contracts.

The Management Assistance Performance Specification (Contract Attachment B) is referred to in Section A of the pro forma Master contract, Section 8.1 of this RFP and details the scope of services and deliverables that the State requires.

The pro forma contract also includes the terms and conditions required by the State.

1.3 License Requirement

A Proposer must be a licensed General Contractor in the State of Tennessee.

1.4 Contract Duration

The State intends to enter into a Master Contract on or about **February 1, 2005** through **January 31, 2008**, being an effective period of three (3) years. Individual Contracts will not proceed, nor extend beyond ending dates of the Master Contract.

The State reserves the right to extend the Master Contract for an additional two years provided the State notifies the Consultant in writing of its intention to do so at least ninety (90) days prior to the Contract expiration date. Such an extension will be effected through an amendment to the Master Contract. If the extension necessitates additional funding beyond that which was included in the original Master Contract, the increase in the State's maximum liability will also be effected through an amendment to the Master Contract and will be based on rates provided for in the original Master Contract and Proposal.

1.5 Letter of Intent to Propose

A letter indicating a Proposer's intent to respond to this RFP with a Proposal shall be sent to the RFP Coordinator (Section 3.1) no later than the time and date identified in Section 2, RFP Schedule of Events. *Letters of Intent to Propose* may be delivered by facsimile transmission. Proposers may withdraw their *Letters of Intent to Propose* at any time before the deadline for submittal of Proposals.

The following information shall be included in the *Letter of Intent to Propose*:

- Proposer's Name
- Name and Title of Proposer's Main Contact
- Address, Telephone Number, and Facsimile Number of Proposer's Main Contact
- Signed Statement of Intent to Propose

Submittal of a *Letter of Intent to Propose*, by the specified deadline, is not a prerequisite for submitting a Proposal, but it is necessary to ensure a Proposer's receipt of RFP amendments and other communications regarding the RFP.

1.6 Proposal Deadline

Proposals shall be submitted no later than the date and time identified in Section 2, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a Proposal as required before the deadline shall cause the Proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual Proposal receipt by the State. Late Proposals shall not be accepted nor shall additional time be granted to any potential Proposer. Proposals may not be submitted verbally, by facsimile transmission, or by other telecommunication or electronic means.

1.7 Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the State's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the State or in the employment practices of service providers under contract to the State. Accordingly, all vendors entering into contracts with the State shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

The State has designated Human Resources staff members to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and applicable federal regulations.

Buddy Lea, Acting Title VI Coordinator
Department of Finance and Administration
William R. Snodgrass Tennessee Tower, Suite 1200
312 Eighth Avenue North
Nashville, Tennessee 37243
Telephone: (615) 741-6049

1.8 Assistance to Proposers with a Disability

Proposers with a handicap or disability may receive accommodation regarding the means of communicating this RFP and participating in this procurement process. Proposers with a handicap or disability should contact the RFP Coordinator no later than the date and time specified in Section 2, RFP Schedule of Events, to request reasonable accommodation.

1.9 Transition Period

A Transition Period (RFP Section 2, "*Schedule of Events*") will be provided for transition and phase in/out between the current Consultant and the newly selected Consultant, and which may also be used by the selected Consultant to correct conflict of interest situations, if applicable. (see RFP Section 3.19, "*Conflict of Interest*").

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the State's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time.

The State reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary.
Notification of any adjustment to the Schedule of Events shall be provided to all Proposers submitting a *Letter of Intent to Propose*.

	EVENT	DATE	TIME
1	State Issues RFP	WEDNESDAY, SEPTEMBER 15, 2004	
2	Pre-Proposal Conference Confirmation Deadline and Disability Accommodation Request Deadline	MONDAY, SEPTEMBER 20, 2004	
3	Pre-Proposal Conference	FRIDAY, SEPTEMBER 24, 2004	1:00 PM
4	Submittal of <i>Letter of Intent to Propose</i>	FRIDAY, OCTOBER 1, 2004	
5	Deadline for written questions and clarification requests	FRIDAY, OCTOBER 8, 2004	
6	State issues responses to clarification requests	FRIDAY, OCTOBER 15, 2004	
7	Deadline for submittal of Proposals	THURSDAY, OCTOBER 28, 2004	2:00 PM
8	State opens Technical Proposals and checks Mandatory items	THURSDAY, OCTOBER 28, 2004	2:00 PM
9	State begins Technical Proposal Evaluations	FRIDAY, OCTOBER 29, 2004	
10	State issues Schedule for Oral Presentations	THURSDAY, NOVEMBER 4, 2004	
11	State begins Proposer Oral Presentations	MONDAY, NOVEMBER 8, 2004	
12	State completes Oral Presentations	WEDNESDAY, NOVEMBER 10, 2004	
13	State completes Scoring of Technical Proposals	WEDNESDAY, NOVEMBER 10, 2004	
14	State opens Cost Proposals	THURSDAY, NOVEMBER 11, 2004	9:00 AM
15	State Building Commission Review / Action	MONDAY, NOVEMBER 22, 2004	
16	State issues written <i>Notice of Intent to Award</i> to all evaluated Proposers and opens RFP files for public inspection	WEDNESDAY, NOVEMBER 24, 2004	
17	End of Wait Period for consideration of protests to State Architect	WEDNESDAY, DECEMBER 1, 2004	
18	Proposer signs Master Contracts	WEDNESDAY, DECEMBER 1, 2004	
19	Proposer Contract Signature deadline	MONDAY, DECEMBER 13, 2004	
20	Proposer signs Individual Contracts	MONDAY, DECEMBER 27, 2004	
21	Conclusion of State Officials Contract signing	FRIDAY, JANUARY 14, 2005	
22	Effective start date of Contract	TUESDAY, FEBRUARY 1, 2005	
23	End of Transition Period	TUESDAY, MARCH 1, 2005	

Note: The Contract signing may not be initiated until a minimum of one week after the State opens the RFP files for public inspection. This period allows any protests to be submitted to the State Architect.

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 RFP Coordinator

The main point of contact for this RFP shall be:

Steve Westerman
Division of Capital Projects and Real Property Management
Suite 2200 William R. Snodgrass Tennessee Tower
312 Eighth Avenue North
Nashville, Tennessee 37243-0299
(615) 741-1563
(615) 741-7599 FAX
E-Mail: Steve.Westerman@state.tn.us

The main point of contact shall be referred to as the RFP Coordinator.

3.2 RFP Number

- 3.2.1 The State has assigned the following RFP identification number that must be referenced in all communications regarding the RFP:

SBC Project No. 529/000-09-03.

Separate Contracts between the Successful Proposer and participating State agencies may be designated by separate RFP numbers or by subsequent RFP numbering.

3.3 Communications Regarding the RFP

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other employees of the State may result in disqualification.
- 3.3.2 All communications shall be in writing to the RFP Coordinator. Any verbal communications shall be considered unofficial and non-binding on the State. Written comments, including questions and requests for clarification, must cite the RFP Number of the subject RFP. The RFP Coordinator must receive these written requests by the deadline specified in Section 2, RFP Schedule of Events.
- 3.3.3 Any communication regarding this RFP sent by facsimile transmission or electronic mail must also be sent by United States mail on the same date.
- 3.3.4 The State shall respond in writing to written communications. Such response shall constitute an amendment to the RFP. Only written responses to written communications shall be considered official and binding upon the State. The State reserves the right, at its sole discretion, to determine appropriate and adequate responses to written comments, questions, and requests for clarification.
- 3.3.5 The State shall mail copies of its written responses to written comments, to all vendors submitting a *Letter of Intent to Propose*.
- 3.3.6 Any data or factual information provided by the State shall be deemed for informational purposes only and if a Proposer is relying on said factual information, it shall either:
- a. independently verify the information, or

- b. obtain the State's written consent to rely thereon.

3.4 Required Review and Waiver of Objections by Proposers

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the State no later than the Deadline for Written Comments detailed in the Section 2, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the State, in writing, by the deadline for Written Questions and Clarification Requests. (Also refer to RFP Section 6.3.5)

Submittal of a Proposal shall constitute acceptance of the terms, conditions, criteria, requirements, and evaluation process of the RFP and resulting Contract, and operates as a waiver of any objection.

3.5 Proposal Submittal

Proposers shall respond to this RFP with a Technical Proposal and a Cost Proposal. No pricing information shall be included in the Technical Proposal.

3.5.1 Inclusion of Cost Proposal amounts in the Technical Proposal shall make the proposal non-responsive.

One (1) original and six (6) copies of the Technical Proposal shall be submitted to the State in a sealed package and be clearly marked:

"Technical Proposal in Response to RFP - 529/000-09-03- Do Not Open"

One (1) Cost Proposal shall be submitted to the State as a separate, sealed package and clearly marked:

"Cost Proposal in Response to RFP - 529/000-09-03 - Do Not Open"

If the separately sealed proposals, marked as required above, are enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and must be clearly marked:

"Contains Separately Sealed Technical and Cost Proposals"

3.5.2 All proposals must be submitted to the State of Tennessee in care of the RFP Coordinator at the above address by the date and time identified as the Deadline for Submitting a Proposal in the RFP Schedule of Events.

3.5.3 The "Proposal Package Cover Attachment" shall be affixed to the outermost container. (see RFP Attachment 9.8).

3.6 Proposal Preparation Costs

The State shall not pay any costs associated with the preparation, submittal, or presentation of any Proposal, nor any costs incurred prior to date of Contract execution.

3.7 Proposal Withdrawal

Proposers may withdraw a submitted Proposal prior to the deadline for submitting Proposals. To withdraw a Proposal, the Proposer must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted Proposal, the Proposer may submit another Proposal prior to the deadline for submitting Proposals.

3.8 Proposal Modification

The State shall not accept any modifications, revisions, or alterations to Proposals after the deadline for Proposal submittal unless requested, in writing, by the State.

3.9 Proposal Errors

Proposers are liable for all errors or omissions contained in their Proposals. Proposers shall not be allowed to alter Proposal documents after the deadline for Proposal submittal.

3.10 Incorrect Proposal Information

If the State determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal shall be rejected.

3.11 Prohibition of Proposer Terms and Conditions

Proposers may **not** submit their own Contract terms and conditions in a response to this RFP. If a Proposal contains supplemental terms and conditions, the State, at its sole discretion, may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.

In order to avoid a conflict of interest, the firm, joint venture, or performance team and its members awarded a Contract as a result of this Request for Proposal shall not be eligible to participate in any other capacity on State Building Commission projects, including University of Tennessee and Tennessee Board of Regents projects, for the duration of the Contract.

3.12 Assignment and Subcontracting

3.12.1 The Successful Proposer may not subcontract, transfer, or assign any portion of the Contract without prior, written approval from the State. Each subcontractor must be approved in writing by the State. The substitution of one subcontractor for another may be made only at the discretion of the State and with prior, written approval from the State. This does not apply to the assignment of duties among joint ventures or performance teams that together are the Successful Proposer.

3.12.2 Notwithstanding the use of approved subcontractors, the Successful Proposer awarded a Contract under this RFP, shall be the prime service provider and shall be responsible for all work performed.

3.13 Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion, any subcontractors or any personnel provided by the prime service provider or its subcontractors.

3.14 Proposal of Alternate Services

Proposals of alternate services (i.e., proposals that offer something different from that requested by the RFP) shall be considered non-responsive and rejected.

3.15 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the State.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Cost Proposal so that all proposals may be equitably evaluated. The Proposer shall **not** propose unrequested rates as separate, additional rates for additional services. (Refer to Section 5.3.4 of this RFP for Cost Proposal requirements.)

3.16 Independent Price Determination

- 3.16.1 A Proposal shall be disqualified and rejected by the State if the price in the Proposal was not arrived at independently and without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, State employee, or any competitor.
- 3.16.2 The Proposer is prohibited from submitting more than one Proposal. Submittal of more than one Proposal shall result in the disqualification of the Proposer.
- 3.16.3 The Proposer is prohibited from submitting multiple Proposals in different forms (*i.e.*, as prime service provider and also as a subcontractor to another Proposer offering services as prime service provider). Submittal of multiple Proposals in different forms may result in the disqualification of all Proposers associated with multiple Proposals.
- 3.16.4 Should any such prohibited action stated above (see 3.16.1, 3.16.2, and 3.16.3) be detected any time during the term of the Contract, such action shall be considered a material breach and grounds for Contract termination.

3.17 Insurance

The successful Proposer shall be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a Contract. Additionally, the State shall require the successful Proposer to provide proof of adequate professional malpractice liability insurance in the amount of one million dollars (\$1,000,000.00) or other forms of insurance. Failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the Contract. Any insurance required by the State shall be in form and substance acceptable to the State.

All required insurance shall be verified by a copy of the appropriate policy or Certificate of Coverage fully listing all limits of liability. Such insurance shall be maintained through the life of the Contract. Renewal policies or Certificates of Coverage must be forwarded to the State within thirty (30) days upon issuance. Failure to maintain required insurance may be cause for cancellation of the Contract.

3.18 Licensure

A Proposer must be a licensed General Contractor in the State of Tennessee. Before a Contract pursuant to this RFP is signed, the Proposer and its personnel, if applicable, must hold all necessary, applicable business and professional licenses as may be required for specific services. The State may require any or all Proposers and their personnel, if applicable, to submit evidence of proper licensure.

Proposers shall be familiar with the Contractors Licensing Act of 1974, as currently amended (codified in Tennessee Code Annotated Sections 62-6-101, et seq.). A contract will not be awarded to a Proposer whose Proposal is in conflict with state licensing law. Proposer shall have

a minimum License Limit amount of One million five hundred thousand Dollars (\$1,500,000.00), and a minimum License Classification of "Building Construction - Commercial" (BC-B). Contractor must maintain licensure during the period of this Contract, and shall notify the State of any changes in licensure.

3.19 Conflict of Interest and Proposal Restrictions

- 3.19.1 By submitting a Proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement of this RFP.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a State agency or other governmental entity from making a Proposal, being considered for award, or being awarded a Contract under this RFP.

- 3.19.2 State agencies shall not contract with an individual who is, or within the past six months has been, an employee of the State of Tennessee. An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in which a State employee holds a controlling interest shall be considered to be a contract with said individual and shall be prohibited.
- 3.19.3 Any individual, company, or other entity involved in assisting the State in the development, formulation, and/or drafting of this RFP or its scope of services shall be considered to have been given information that would afford an unfair advantage over other Proposers, and said individual, company, or other entity may not submit a Proposal in response to this RFP.
- 3.19.4 Any individual, company, or other entity that has been disqualified from contracting with the State of Tennessee as a result of action taken by the Contractor Qualifications Review Panel may not submit a Proposal in response to this RFP.

3.20 RFP Amendment and Cancellation

The State reserves the unilateral right to modify this RFP in writing at any time. The State also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued it shall be provided to all Proposers submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendment.

3.21 Right of Rejection

- 3.21.1 The State reserves the right, at its sole discretion, to reject any and all Proposals or to cancel this RFP in its entirety.
- 3.21.2 Any Proposal received that does not meet the requirements of this RFP may be considered to be non-responsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The State may reject any Proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.21.3 Proposers may not restrict the rights of the State or otherwise qualify their Proposals. If a Proposer does so, the State may determine the Proposal to be a non-responsive counteroffer, and the Proposal may be rejected.
- 3.21.4 The State reserves the right, at its sole discretion, to waive variances in Proposals provided such action is in the best interest of the State. Where the State waives minor variances in Proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance

with the RFP. Notwithstanding any minor variance, the State may hold any Proposer to strict compliance with the RFP.

3.22 Disclosure of Proposal Contents

All Proposals and other materials submitted in response to this RFP procurement process become the property of the State of Tennessee. Selection or rejection of a response does not affect this right. All Proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process and prior to the time a *Notice of Intent to Award* is issued. Upon the completion of the review and evaluation of all Proposals submitted in response to this RFP, all Proposals and associated materials shall become public documents of the State of Tennessee and open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7). By submitting a Proposal, the Proposer acknowledges and accepts that the full contents of the Proposal and associated documents shall become a public record open to public inspection. The wishes of any Proposer marking a Proposal, any part of a Proposal, or associated materials as proprietary and/or confidential shall be neither accepted nor honored.

3.23 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the State and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Joint Ventures and Partnering

Proposals from joint ventures or entities partnering for a specific service must be designed to minimize any administrative burden on the State as a result of the participation of multiple entities.

- 4.1.1 The Proposal shall clearly set forth the respective responsibilities and functions that each Principal of the joint venture or partnering entities would perform if awarded a contract pursuant to this RFP.
- 4.1.2 The Proposal must include a copy of the joint venture or partnering agreements that identify the Principals involved as well as their rights and responsibilities regarding a contract pursuant to this RFP.
- 4.1.3 The proposal transmittal letter must be signed by each Principal of the joint venture and include all required information.

4.2 Pre-Proposal Conference

- 4.2.1 A Pre-Proposal Conference for all potential Proposers is scheduled at the date and time identified in Section 2, RFP Schedule of Events. This conference shall be held in the *William R. Snodgrass Building Tennessee Tower, 312 8th Avenue North, Nashville, Tennessee 37243*. Each Proposer may send a maximum of three representatives. The purpose of the Conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP.

Proposers should notify the State of any special needs based on disability by the date shown in the RFP Schedule of Events.

- 4.2.2 The State encourages all potential Proposers to attend the Pre-Proposal Conference although attendance is not mandatory.
- 4.2.3 Specific questions concerning the RFP should be submitted in writing before the Pre-Proposal Conference so that the State may prepare responses before the conference. Additional questions shall be entertained at the conference; however, responses may be deferred and provided at a later date.
- 4.2.4 The response to any question that is given verbally at the Pre-Proposal Conference is to be considered tentative and non-binding on the State. After the conference, the State's responses to questions shall be published in writing as an amendment to the RFP. This shall ensure accurate, consistent responses to all Proposers. Copies of all written questions and the State's responses shall be mailed to all Proposers submitting a *Letter of Intent to Propose*. Only the published responses from the State shall be considered official.

4.3 Proposer Written Questions and Clarifications

- 4.3.1 All Proposer's questions or requests for clarification concerning the RFP shall be submitted in writing and received by the RFP Coordinator in accordance with the deadline specified in Section 2, Schedule of Events. All requests and responses shall be in accordance with requirements specified of 3.3.2, 3.3.3, 3.3.4, and 3.3.5.

4.4 Location and Work Space

The State shall provide office space for the Successful Proposer as defined in Contract Attachment B "Management Assistance Performance Specification" of this RFP.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

- 5.1.1 The State discourages lengthy and costly Proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the Proposal clearly addresses all of the State's information requirements.
- 5.1.3 Proposers must respond to every subsection under the Technical Proposal and Cost Proposal Sections below. Proposers must label each response to RFP requirements with the Section and subsection numbers associated with the specific requirement in this RFP (e.g., the response to the third requirement listed for inclusion in the *Proposal Transmittal Letter* will be labeled as "5.2.1.3").

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the State's sole discretion, result in the rejection of the Proposal.

- 5.1.4 Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.
- 5.1.5 Proposals shall be prepared on standard 8 1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All proposals pages must be numbered.
- 5.1.6 Proposers shall divide their responses to this RFP into a Technical Proposal and a Cost Proposal and submit them in accordance with Section 3.5 (Proposal Submittal) of this RFP by the deadline shown in Section 2, RFP Schedule of Events.

Cost and pricing information should **not** be included in the Technical Proposal. Inclusion of cost dollar amounts in the Technical Proposal shall make the Proposal non-responsive.

5.2 Technical Proposal

The Technical Proposal shall be divided into the following sections:

- Transmittal Letter;
- Mandatory Qualifications,
- Financial and Credit Information,
- General Qualifications,
- Experience,
- References, and
- Technical Approach.

- 5.2.1 Transmittal Letter. The Technical Proposal must provide a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the following subsections in sequence and attach corresponding documentation as required. Each proposal must meet the Proposal Transmittal Letter requirements and provide all required documentation. A Proposal Transmittal Letter is

mandatory, and failure to provide the information as required may result in the proposal being considered non-responsive and rejected.

- 5.2.1.1 The letter, on company letterhead, shall be signed by a company officer empowered to bind the Proposer to the provisions of this RFP and any contract awarded pursuant to it; if said individual is not the company president, the letter shall attach evidence showing authority to bind the company.
- 5.2.1.2 The letter shall state that the proposal remains valid for at least 180 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.
- 5.2.1.3 The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal.
- 5.2.1.4 The letter shall provide the name, mailing address, and telephone number of the person the State should contact regarding the proposal.
- 5.2.1.5 The letter shall state whether the Proposer holds a license as a General Contractor in the State of Tennessee and shall provide the Proposer's license number to show compliance with the requirements of section 3.18 of this RFP.
- 5.2.1.6 The letter shall state whether the Proposer intends to use subcontractors — if so, clearly identify the names of the subcontractors along with complete mailing addresses and the scope and portions of the work the subcontractors shall perform. (NOTE: The Successful Proposer must obtain written approval from the State prior to the use of any subcontractors. See 3.12)
- 5.2.1.7 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. The State reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the State.
- 5.2.1.8 Provide a statement acknowledging receipt of Addendums by Addendum No. and date.
- 5.2.1.9 A letter of evidence of insurability as detailed in 3.17.
- 5.2.2 Mandatory Qualifications. Technical Proposals shall provide responses and documentation, as required, that indicate that the Proposer has met the Mandatory Proposer Qualifications requirements. Any Proposal which does not meet the mandatory requirements and provide all required documentation may be considered non-responsive, and the proposal may be rejected.

Technical Proposals shall provide the following information (referencing the subsections in sequence):
 - 5.2.2.1 written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section 8.1 of this RFP. (NOTE: If the Proposal fails to provide said confirmation without exception or qualification, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.)

- 5.2.2.2 written certification and assurance of the Proposer's compliance with:
- a) the laws of the State of Tennessee,
 - b) Title VI of the federal Civil Rights Act of 1964,
 - c) Title IX of the federal Education Amendments Act of 1972,
 - d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
 - e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
 - f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury, and,
 - g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

(Use Attachment 9.1, Certification of Compliance)

5.2.3 Mandatory Financial and Credit Information

- 5.2.3.1 Detailed Documentation of Financial Resources prepared in accordance with generally accepted accounting principles. The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required.
- 5.2.3.2 The Proposer's most recent independent audited financial statements for the last three completed fiscal years. This must include all or part of 2003. Compiled or reviewed financial statements will not be accepted.
- 5.2.3.3 The audited financial statements must be:
- a) prepared with all monetary amounts detailed in United States currency;
 - b) prepared under United States generally accepted accounting principles; and,
 - c) audited under United States generally accepted auditing standards.
- 5.2.3.4 The audited financial statements must include:
- a) the auditor's opinion letter,
 - b) financial statements,
 - c) the notes to the financial statements, and,
 - d) common size balance sheets and Income Statements for the last three years.
- 5.2.3.5 Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate:
- a) whether the cash flows are positive or negative, and, if the cash flows are negative for the most recent operating period,
 - b) the documentation must include a detailed explanation of the factors contributing to the negative cash flows, and,
 - c) Documentation should also include Common size *Balance Sheets* and *Income Statements* for the Proposer for the last three years, prepared in accordance with generally accepted accounting principles.

- 5.2.4. Qualifications. The Technical Proposal shall provide the following information, referencing the subsections in proper sequence, to evidence the Proposer's qualifications in delivering services similar to those required by this RFP. For purposes of evaluating submitted Proposals, the terms "firm" and "Proposer" are intended to mean the entity that will actually perform the task and includes subcontractors. If the Proposer is a joint venture, a partnership, or other type of performance team, the Proposer is required to submit a description of how the entity is related and which entity will perform respective tasks. Responses to "Proposal Qualifications" include:
- 5.2.4.1 form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, Limited Liability Company, et cetera),
 - 5.2.4.2 the location of Proposer's home office and other pertinent offices,
 - 5.2.4.3 a description of the Proposer's background, organizational history, size, and years in business,
 - 5.2.4.4 whether there have been any mergers, acquisitions, or sales of the Proposer company within the last ten (10) years (if so, an explanation providing relevant details),
 - 5.2.4.5 a brief, descriptive statement relevant to the professional services required by this RFP, indicating the Proposer's business and technical qualifications including pertinent engineering licenses held and the state(s) in which they are held, professional organization memberships and certifications, industry awards, and other appropriate credentials,
 - 5.2.4.6 a statement as to the extent of services provided as a licensed general contractor in Tennessee and other states,
 - 5.2.4.7 a statement as to whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors, to the best of the Proposer's knowledge have been convicted of, pled guilty to, or pled *nolo contendere* to any felony; and if so, an explanation providing relevant details,
 - 5.2.4.8 a statement as to whether there is any litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the litigation will impair the Proposer's performance in a Contract under this RFP, and
 - 5.2.4.9 a statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or has undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.
- 5.2.5. Diversity. Provide documentation of Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce. This documentation should detail:
- 5.2.5.1. a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises,
 - 5.2.5.2. a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information:
 - contract description and total value,
 - vendor name and ownership characteristics (i.e., ethnicity, sex, disability), and,
 - vendor contact and telephone number.

5.2.5.3. an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information:

- participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics),
- descriptions of anticipated contracts, and,
- names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated.

5.2.5.4. the percent of the Proposer's total current employees by ethnicity, sex, and disability.

Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises, and that offers a diverse workforce to meet service needs.

5.2.6. Experience. The Technical Proposal shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's experience in delivering services such as those sought under this RFP.

5.2.6.1 Provide brief statements demonstrating Proposer's experience including:

- a. number of years the Proposer has been performing specific services sought under this RFP,
- b. ability to simultaneously manage a significant quantity of projects of varying size, cost, and scope of complexity, and
- c. ability to provide quality control services.

5.2.6.2 A brief, descriptive statement indicating the Proposer's business and technical qualifications including pertinent engineering licenses held and the state(s) in which they are held, professional organization memberships and certifications, industry awards relevant to the professional services required by this RFP, and any other relevant credentials.

5.2.6.3 Describe what portion of the Proposer's business is dedicated to Management Assistance as compared to other types of business engaged in by the company, specifically. Information may be presented in tabular form.

- dollar amount of current Management Assistance contracts in relation to total dollar amount of all current contracts
- number of current Management Assistance contracts in relation to total number of all current contracts
- dollar amount of completed Management Assistance contracts in relation to total dollar amount of all contracts over the past 12 months
- number of completed Management Assistance contracts in relation to total number of all contracts over the past 12 months

5.2.6.4 Indicate the Proposer's experience providing services sought under this RFP for the following building & use types:

Assembly ☐, Apartment ☐, Day-Care ☐, Detention & Correction ☐, Educational ☐, Health Care ☐, Hotels & Dormitories ☐, Industrial ☐, Mercantile ☐, Military ☐, Safety ☐ Storage ☐.

5.2.6.5 Indicate the Proposer's ability to utilize software and computer systems required by this RFP.

5.2.6.6 Describe what sets your firm apart from other firms providing the same types of services required by this RFP, and how your firm can best meet the unique needs of the State of Tennessee.

- 5.2.6.7 a list (or table) of all contractual relationships both current and those completed within the previous five-year period. This listing should identify the following:

Government Contracts

<i>State of TN or Other Government Entity</i>	<i>Procuring Agency</i>	<i>Project Name and Contract reference number</i>	<i>Start Date</i>	<i>Completion Date or still in progress</i>	<i>Value of Proposer's Contract in \$</i>	<i>Percent of project Proposer was responsible</i>	<i>Use this as Reference? Y N If yes, include Reference Form (Attachment 9.6)</i>	<i>If no, provide: Contact Name and Phone Number</i>
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Non-Government Contracts

<i>Client Name (Business or Company)</i>	<i>City, State</i>	<i>Project Name and Contract reference number</i>	<i>Start Date</i>	<i>Completion Date or still in progress</i>	<i>Value of Proposer's Contract in \$</i>	<i>Percent of project Proposer was responsible</i>	<i>Use this as Reference? Y N If yes, include Reference Form (Attachment 9.6)</i>	<i>If no, provide: Contact Name and Phone Number</i>
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- 5.2.7 References. References will be contacted. Insure that all reference information is accurate and current.

- 5.2.7.1 For both categories of Government and Non-government Contracts, indicate References for at least three (3) current and three (3) recently completed projects, if any, within the previous five (5) year period, which present the Proposer's delivery of services similar to those required by this RFP. Referenced projects should also be marked on the Contractual Experience listing, (see chart above).

- 5.2.7.2 For each project indicated for reference, Proposer will provide all information requested on the *Reference Submittal Form* included within this RFP, (see RFP Attachment 9.6). Utilize copies of the provided form or a reasonable reproduction thereof to include in Proposal.

- 5.2.7.3 For each project indicated for reference, the Proposer's Reference shall provide the State all information requested on the *Client Reference Form* included within this RFP, (see RFP Attachment 9.7). A downloadable copy of the form is available for this purpose, and is posted on the State web page for this RFP. References also may use a reasonable reproduction thereof for their submission.

All references should be received by the State no later than the date for submittal of Proposals.

- 5.2.8 Technical Approach. The Proposer shall describe their plans and approach for accomplishing the work requested. The information provided shall be in enough detail to enable the State to ascertain the Proposer's understanding of the effort to be accomplished and should outline the steps in the total service proposed. The Technical Proposal shall provide the following narrative information, referencing the subsections in sequence, to evidence the suitability of the Proposer's technical approach to delivering the services sought under this RFP:

- 5.2.8.1 Proposers must provide a statement, captioned "**Project Understanding**," that indicates that the Proposer understands the State's requirements.

- 5.2.8.2 Proposers must provide a comprehensive narrative, captioned "**Project Approach**," that illustrates how the Proposer will complete the scope of services.

- 5.2.8.3 Proposers must provide a comprehensive narrative, captioned "**Project Management**," that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives.

5.2.8.4 Organizational charts

- a. A **company** organizational chart (diagram) including key names and position titles;
- b. A **program** organizational chart that designates the number of employees to be assigned to this particular project and illustrating the lines of authority for the completion of work as described in the RFP.
- c. A **personnel roster** and **resumes** of key people who will be assigned by the Proposer to perform duties or services under the Contract. The resumes shall detail each individual's title, education, current position with the Proposer, and employment history.

5.2.8.5 Identify the **Primary Point of Contact Person** with whom the State will conduct business on a day-to-day basis.

5.2.8.6 Describe the company's "Scheduling process", including software systems and use of scheduling as a management tool. Proposer will be expected to use Primavera and Microsoft Project. Explain method of reporting project progress to owners, to other project participants, to in-house upper management, and to the field. Sample reports are recommended.

5.2.8.7 Describe the process in which the Proposer's staff and administrative support will manage the execution of the work. This description shall focus on the inter-relationship of the various aspects of prudent project management, including but not limited to, Communications, Meetings, Reporting, Field Supervision, Progress Billings, Owner Liaison and Response Plans. Attached or otherwise include appropriate photographs with Site Reports. Sample reports are recommended.

5.3 **Cost Proposal**

5.3.1 The Cost Proposal shall be submitted to the State in a separate, sealed package from the Technical proposal.

5.3.2 The Cost Proposal required format is provided in Attachment 9.3, and the Cost Proposal must be recorded on an exact duplicate thereof.

5.3.3 The Cost Proposal shall specifically record the exact cost [AMOUNT/AMOUNTS] proposed in the appropriate space as required by Attachment 9.3. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period.

5.3.4 The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost [AMOUNT/AMOUNTS] proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

5.3.5 The Proposer must sign and date the Cost Proposal.

6 EVALUATION AND CONTRACT AWARD

6.1 Proposal Evaluation Categories and Maximum Points

The categories that shall be considered in the evaluation of Proposals are Qualifications, Experience, Technical Approach, and Cost. The maximum points that shall be awarded for each of these categories are:

CATEGORIES	MAXIMUM POINTS POSSIBLE
Qualifications	10
Experience	30
Technical Approach	25
Cost Proposal	35

6.2 Proposal Evaluation Process

- 6.2.1 The evaluation process is designed to award the Contract(s) not necessarily to the Proposer of least cost, but rather to the Proposer with the best combination of attributes based upon the evaluation criteria. Therefore, proposals are evaluated against the evaluation criteria in this RFP and NOT against other proposals.
- 6.2.2 The RFP Coordinator shall manage the Proposal evaluation process and maintain Proposal evaluation records. A Proposal Evaluation Team made up of three or more employees of the State shall be responsible for evaluating Proposals.
- 6.2.3 All Proposals shall be reviewed by the RFP Coordinator to determine compliance with Mandatory Proposal requirements as specified in this RFP. If the RFP Coordinator determines that a Proposal may be missing one or more such requirements, the Proposal Evaluation Team shall review the Proposal to determine:
- (a) if it meets minimal requirements for further evaluation,
 - (b) if the State shall request clarification, or
 - (c) if the State shall determine the proposal non-responsive and reject it.
- 6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals. Each evaluator shall score the Qualifications, Experience and the Technical Approach sections of each proposal. The evaluation scoring shall use the pre-established evaluation criteria and weights set out in this RFP. (See Attachment 9.2, Proposal Requirements Checklist & Evaluation Forms).
- 6.2.5 The State reserves the right, at its sole discretion, to request clarification of Technical Proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the Proposal. Discussions shall be limited to specific sections of the Proposal identified by the State and, if held, shall be after initial evaluation of Technical Proposals. If clarifications are made as a result of such discussion, the Proposer shall submit such clarifications in writing.
- 6.2.6 After Technical Proposal evaluations are completed, the RFP Coordinator **may** schedule oral presentations. The purpose of the oral presentation is to address topics from the Technical Proposal, make clarifications and answer questions for Proposal Evaluation Team members, and to present the specific individual(s) who will perform required tasks for the State. If no oral presentations are conducted, the Evaluation Team completes Technical Proposal scoring to determine qualifying Proposals.

- 6.2.7 Proposals must be responsive to the RFP requirements. Proposals that do not follow format and content requirements may be determined to be non-responsive, and rejected.
- 6.2.8 Proposers with rejected Proposals will be notified after the close of evaluations concurrent with notification of the apparent successful Proposer. See RFP Section 2, *Schedule of Events*.
- 6.2.9 For each qualifying, responsive Technical Proposal the RFP Coordinator will open Cost Proposals and use RFP Attachment 9.4, *Cost Proposal and Evaluation Guide*, to calculate weighted cost amounts and document the Cost Proposal scores.
- 6.2.10 After opening the Cost Proposals (RFP Attachment 9.3), the RFP Coordinator shall calculate a total score for each Cost Proposal by totaling the individual proposed monthly rates. The following model shall be used in calculating a total amount for scoring purposes:

Category	Monthly Rate Bid by Proposer	X	Months Per year	X	Weighted No. of Personnel	Weighted Total Cost
Administrative Personnel						
Program Administrator	(\$)		12		2	(\$)
Project Manager	(\$)		12		1	(\$)
Project Schedule Facilitator I	(\$)		12		1	(\$)
Project Schedule Facilitator II	(\$)		12		2	(\$)
Program Controls Coordinator	(\$)		12		1	(\$)
Program Technician	(\$)		12		1	(\$)
Field Personnel						
Project Administrator	(\$)		12		2	(\$)
Owner's Field Representative I	(\$)		12		1	(\$)
Owner's Field Representative II	(\$)		12		10	(\$)
Initial Relocation Expense						
Expenditure per Individual for their Initial Relocation	\$5,000.00*		1*		**	(\$)
TOTAL COST						

Total Cost is sum of all weighted cost amounts itemized above.

* The State shall provide a one-time, maximum reimbursement of FIVE THOUSAND DOLLARS (\$5,000.00) per individual for initial relocation expenses, after both Master and Individual contracts are fully executed and personnel have relocated.

** Submitted number of consultant personnel anticipated by the Proposer to require an initial relocation reimbursement. The Proposer's number of personnel will not be increased for contract purposes, unless approved by the State.

Note: The "Weighted Number of Personnel" is included for evaluation purposes. These numbers do not imply an assurance of Successful Proposer personnel to be contracted to the State.

The Total Cost amount from the model shall be used in the following formula to determine the score for a Cost Proposal:

$$\frac{\text{Lowest proposed cost for evaluation}}{\text{Proposed cost for evaluation being evaluated}} \times \text{Maximum cost points} = \text{SCORE of cost proposal being evaluated}$$

- 6.2.11 The RFP Coordinator shall combine the Technical Evaluation scores with the Cost Evaluation scores for each Proposer. Refer to attachment 9.5 “*Proposal Score Summary Matrix*” of this RFP.
- 6.2.12 All Proposal evaluation calculations shall result in numbers rounded to the nearest two decimal places (e.g., 9.99).

6.3 Contract Award

- 6.3.1 The State reserves the right to make an award without further discussion of any Proposal submitted. There shall be no best and final offer procedure. Therefore, each Proposal should be initially submitted on the most favorable terms the Proposer can offer.
- 6.3.2 The RFP Coordinator shall forward results from the Proposal evaluation process to the head of the procuring agency for consideration. Selection of the Successful Proposer and a Contract award decision is made by the State Building Commission in accordance with applicable State laws and regulations. Review and approval by the State Building Commission is closure to the State’s evaluation process. (For State Building Commission’s scheduled meeting see RFP Section 2, *Schedule of Events*.)
- 6.3.3 Upon closure of the evaluation process, the State shall issue a written *Notice of Intent to Award* to all evaluated Proposers. The notice shall identify the Proposal recommended for award based on evaluation criteria. However, any *Notice of Intent to Award* shall not create rights, interests or claims of entitlement in the apparent best-evaluated Proposer or any Proposer.
- 6.3.4 The RFP files shall be made available for public inspection concurrent with the release of a written *Notice of Intent to Award*. (See RFP Section 2, *Schedule of Events*.)
- 6.3.5 After the opening the RFP files for public inspection, the State will allow seven (7) calendar days for consideration of protests from a Proposer. (Refer to RFP Section 2, *Schedule of Events*.) Protests shall be submitted to the State Architect who will evaluate the merits of the protest.
 - 6.3.5.1 Only written protests shall be acknowledged and considered. Protests shall be addressed to the State Architect, submitted on company letterhead, and be signed by a principle or company officer empowered to bind the Proposer to the provisions of this RFP.
 - 6.3.5.2 At a minimum, a protest shall identify the specific issue(s) and state justification(s) for the protest. If the State Architect denies a protest, then the contract process proceeds.
 - 6.3.5.3 A Proposer may appeal its denied protest to the State Building Commission for further review. State Building Commission determination on a protest is final action. If after review of the protest through appeal, the State Building Commission decides in favor of the protest then the result may be RFP cancellation or other resolution. If the State Building Commission’s review through appeal concurs with the State Architect and denies the protest, then the contract process proceeds.
- 6.3.6 The State reserves the right, at its sole discretion to negotiate with the apparent best-evaluated Proposer subsequent to *Notice of Intent to Award*.

- 6.3.7 The apparent, best-evaluated Proposer shall be prepared to enter into a Contract with the State that is substantially the same as the *pro forma* Contracts included in Section 8 of this RFP.

However, the State reserves the right to initiate contract negotiations to amend or add terms and conditions deemed to be in the best interest of the State. Any such terms and conditions shall be within the scope of the RFP and shall not affect the Proposal evaluations.

- 6.3.8 The Proposer signs and returns the contract drawn pursuant to this RFP and final contract negotiations by the date listed in the RFP Schedule of Events, or equivalent number of days from delivery to the Proposer after contract negotiations. If a Proposer fails to sign and return the contract within the specified time, the State may determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP and reject the proposal.
- 6.3.9 If the State determines that the apparent best-evaluated Proposer is non-responsive and rejects the proposal after opening Cost Proposals, the RFP Coordinator shall re-calculate Cost Proposal scores for the remaining responsive Proposals and identify an apparent successful Proposal.
- 6.3.10 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations.

7 STANDARD CONTRACT INFORMATION

7.1 Service Provider Registration

Registration is required of all service providers to the State. Proposers need not be registered with the State to make a proposal. However, all service providers with whom the State of Tennessee contracts must register through the Department of Finance and Administration *Service Provider Registry System* (SPRS) prior to contract approval. Any unregistered service provider must simply file a completed registration with the State prior to the final approval of a contract.

- 7.1.1 The SPRS is intended to foster the State's use of minority and small businesses and promote competition in service contracting. Through the system, State agencies will have access to ownership and service information about potential service providers. For more information, visit the SPRS Internet site at <http://www.state.tn.us/finance/rds/ocr/sprs.html> or direct questions about SPRS registration to:

Department of Finance and Administration
Office of Contracts Review
12th Floor, William R. Snodgrass Tennessee Tower
Nashville, TN 37243-1700
(615) 741-7662

- 7.1.2 This RFP details SPRS registration information only as a contract requirement notice. SPRS registrations should not be submitted with proposal materials. SPRS registration information will not be considered in the evaluation process pursuant to this RFP.
- 7.1.3 If a Proposer fails to register with the State as a service provider as required by the Department of Finance and Administration within 14 days of final contract negotiations, the State may determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP.

7.2 Contract Approval

The RFP and the Successful Proposer selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in the apparent best evaluated Proposer or any vendor. Contract award and State obligations pursuant thereto shall commence only after the contract is signed by the Successful Proposer and the head of the procuring State agency and after the contract is signed by all other State officials as required by State laws and regulations to establish a legally binding contract.

7.3 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions section of the final Individual Contracts. (See Section 8.2 C.)

No payment shall be made until the Contract is approved as required by State laws and regulations. Under no conditions shall the State be liable for payment of any type associated with the Contract or responsible for any work done by the Successful Proposer, even work done in good faith and even if the Successful Proposer is verbally directed to proceed with the delivery of services, if it occurs before the Contract start date specified by the Contract or before Contract approval by State officials as required by applicable statutes and rules of the State of Tennessee.

7.4 RFP and Proposal Incorporated into Final Contract

This RFP and the successful Proposal shall be incorporated into the final Contract.

7.5 Contract Monitoring

The Successful Proposer shall be responsible for the completion of all work set out in the Contract. All work is subject to inspection, evaluation, and acceptance by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the Contract. At reasonable times, the State may inspect those areas of the Successful Proposer's place of business that are related to the performance of the Contract. If the State requires such an inspection, the Successful Proposer shall provide reasonable access and assistance.

7.6 Additional Services

During the course of this Contract, the State may request the Successful Proposer to perform additional services for which the Successful Proposer will be compensated. These services shall be within the general scope of this RFP. In such instances, the State shall provide the Successful Proposer a written description of the additional services from which the Successful Proposer shall prepare and submit a time schedule for accomplishing the additional services and include a cost based on the rates specified in the Successful Proposer's Proposal to this RFP, in accordance with Section E of Contract Attachment B (Management Assistance Performance Specification). Also refer to Contract Attachment C, pages 1 and 2.

If the State and the Successful Proposer reach an agreement regarding the requested additional services and associated compensation, said agreement shall become effective by means of an appropriate instrument signed by the Successful Proposer and the State. The Successful Proposer shall not commence additional services until authorized by the State.

8.1 PRO FORMA MASTER CONTRACT

(The following *pro forma* contract contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract)

MASTER CONTRACT
BETWEEN THE STATE OF TENNESSEE,
[CONTRACTING AGENCY OF THE STATE]
AND
[CONSULTANT NAME]
SBC NUMBER 529/000-09-03

This Contract, by and between the State of Tennessee, [CONTRACTING AGENCY OF THE STATE], hereinafter referred to as the "State" and [CONSULTANT LEGAL ENTITY NAME], hereinafter referred to as the "Consultant," is for the provision of Management Assistance for State Capital Projects, as further defined in the "SCOPE OF SERVICES."

The Consultant is **[AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A GOVERNMENTAL ENTITY / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY]**, and was approved by the State Building Commission on [Enter Date]

The Consultant's address is:

[ADDRESS]

The Consultant's place of incorporation or organization is **[STATE OF ORGANIZATION]**.

A. SCOPE OF SERVICES:

The scope of services is more particularly described in Contract Attachment B (Management Assistance Performance Specification). The Consultant agrees to perform the Administrative and Field Services in accordance with the State issued Request for Proposal, the Management Assistance Performance Specification, Contract Attachment B) and the Consultant's Proposal dated [Enter Date]. (Attachment C), all of which are made a part of this Contract by reference.

B. CONTRACT TERM:

B.1. Term. This Contract shall be effective for the three (3) year period commencing Date and ending on Date . The State shall have no obligation for services rendered by the Consultant which are not performed within the specified period.

B.2. Term Extension. The State reserves the sole right to extend this Contract for an additional period of no more than TWO (2) years, and a total contract term of no more than FIVE (5) years, provided that the State notifies the Consultant in writing of its intention to do so at least NINETY (90) days prior to the Contract expiration date.

a. An extension of the term of this Contract will be effected through an amendment to the Contract.

b. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's liability will also be effected through an amendment to the Contract, and shall be based upon rates provided for in the original Contract and proposal.

- B.3. Individual Contracts. Under no circumstances shall the term of any individual contracts established as a result of this Contract extend beyond that set forth in Sections B.1 and B.2.
- C. PAYMENT TERMS AND CONDITIONS:
- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract WRITTEN DOLLAR AMOUNT (\$NUMBER). This amount shall constitute the entire compensation due the Consultant for the Service(s) and all of the Consultant's obligations for this Master Contract, with the exclusion of additional Services as described in Contract Attachment B (MANAGEMENT ASSISTANCE PERFORMANCE SPECIFICATION, Section E) following, and the separate Individual Contracts, regardless of the difficulty, hours worked, or materials or equipment required. The Contract amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Consultant.
- C.2. Compensation Firm. The maximum liabilities of the State under paragraph C.1. above is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.
- C.3. Basic Service(s). For services requested and approved by the State and agreed to by the Consultant under this Contract, the services and Consultant fee shall be in accordance with Contract Attachment B (MANAGEMENT ASSISTANCE PERFORMANCE SPECIFICATION) and Contract Attachment C.
- C.4. Specialized Technical or Additional Service(s). For services requested and approved by the State and agreed to by the Consultant under this Contract, these services Consultant fee shall be in accordance with Contract Attachment B (MANAGEMENT ASSISTANCE PERFORMANCE SPECIFICATION) Section E, and Contract Attachment C when applicable, plus a payment for actual eligible expenses submitted in accordance within Sections C.8.
- a. When necessitated by project requirements, and at the discretion of the State, the Consultant shall engage consultants or service-providers of specialized services. (See Contract Attachment B, Section E)
 - b. The Consultant shall be compensated for special technical or additional services providers or consultants engaged for special or additional services at a multiple of one and twenty one hundredths (1.20) times the amount billed to the Consultant, at a fixed rate, in dollars per hour, not to exceed one hundred twenty-five and no/100 dollars (\$125.00).
 - c. Support personnel time computed at a multiple of two and forty-five one hundredths (2.45) times the direct personnel expense not to exceed the maximum hourly rate of one hundred twenty-five and no/100 dollars (\$125.00).
- C.5. Individual Contracts. The following items shall be addressed in all separate Individual Contracts:
- a. Specified Services. For the services specified within Section A (above) of this Contract, the Consultant shall be compensated according to the rates set forth in Contract Attachment C (MONTHLY RATES SCHEDULE) of this Contract which is incorporated herein by reference.
Deductions shall be made for unauthorized absences and pro-rated based upon 2,080 work-hours per year.
 - b. Initial Relocation Expenses. For relocation of contracted personnel and associated equipment pertaining to initial work assignments under this Contract and as approved by the State, the Consultant shall be reimbursed actual reasonable and necessary expenses to a maximum of FIVE THOUSAND DOLLARS (\$5,000.00) per individual. This is a single reimbursement allowed only at initial assignment of personnel.

- c. Reassignment Relocation Expenses. For relocation of contracted personnel and associated equipment pertaining to work reassignments under this Contract and as approved by the State, the Consultant shall be reimbursed actual reasonable and necessary expenses to a maximum of FIVE THOUSAND DOLLARS (\$5,000.00). This reimbursement is subsequent to any initial relocation reimbursement.
 - d. Reimbursement of Expenses. All reimbursable expenses under this Contract, except those pertinent to Technical Service(s) or Additional Service(s), shall be compensated to the Consultant as per Section F and Section K of Contract Attachment B, (MANAGEMENT ASSISTANCE PERFORMANCE SPECIFICATION). The Reimbursement Allowance shall be made monthly for each Consultant employee and shall be a supplemental payment in lieu of actual expenses.
- C.6. Fixed Rates. The rates paid by the State for services under the provisions of this Contract shall remain fixed as stated in Contract Attachment C (MONTHLY RATES SCHEDULE) of this Contract.
- C.7. Payment Methodology. The Consultant shall submit monthly invoices in form and substance acceptable to the State and with all of the necessary supporting documentation, prior to any payment. Such invoices shall include the name of each of the Consultant's employees with the employee's job title, the number of hours worked, and the amount of eligible reimbursable expenses claimed for the employee during the billing period.
- C.8. Travel Compensation. In the case of special or additional services, compensation to the Consultant for travel, meals, or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- C.9. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service(s) provided nor as an approval of any of the amounts invoiced therein.
- C.10. Invoice Reductions. The Consultant's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.11. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Consultant under this or any contract between the Consultant and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Consultant.
- C.12. Automatic Deposits. The Consultant shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form." This form shall be provided to the Consultant by the State. Once this form has been completed and submitted to the State by the Consultant, all payments to the Consultant, under this or any other contract the Consultant has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. The Consultant shall not invoice the State for services until the Consultant has completed this form and submitted it to the State. The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate State officials in accordance with applicable State laws and regulations.
- D.3. Termination for Convenience. The State may terminate the Contract by giving the Consultant at least ninety (90) days written notice before the effective termination date. In that event, the Consultant shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date.
- D.4. Termination for Cause. If the Consultant fails to fulfill its obligations under this Contract in a timely or proper manner, or if the Consultant violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Consultant shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Consultant.
- D.5. Subcontracting. The Consultant shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to Conflicts of Interest and Nondiscrimination (Sections D.6 and D.7).
- D.6. Conflicts of Interest. The Consultant warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Consultant in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Consultant hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Consultant on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Consultant shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Consultant shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Consultant, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Consultant's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

- D.10. Reports. The Consultant shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.13. Liability Insurance. The Consultant, being an independent Consultant and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Consultant's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Hold Harmless. The Consultant agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, bad faith, negligence, or willful misconduct on the part of the Consultant, its employees, or any person acting for or on its or their behalf relating to this Contract. The Consultant further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Consultant to the State.
In the event of any such suit or claim, the Consultant shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Consultant written notice of any such claim or suit, and the Consultant shall have full right and obligation to conduct the Consultant's own defense thereof. Nothing contained herein shall be deemed to accord to the Consultant, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.
- D.16. State and Federal Compliance. The Consultant shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Consultant agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee and the courts of the United States which are located within the State of Tennessee in actions that may arise under this Contract. The Consultant acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or verbal.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with other terms and conditions of this Contract, the special terms and conditions shall control.
- E.2. Communications and Contacts. All requests, consents, instructions, notices, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

**[NAME AND TITLE OF STATE AGENCY CONTACT PERSON]
[NAME OF STATE AGENCY]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]**

The Consultant:

**[NAME AND TITLE OF CONSULTANT CONTACT PERSON]
[NAME OF CONSULTANT]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]**

All requests, consents, instructions, notices, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail or courier service on the same date of the facsimile transmission.

- E.3. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Consultant's duties, responsibilities, and performance under this Contract, the documents shall govern in order of precedence detailed below. Included in this Contract by reference are the following documents:
- The Master Contract document and its Attachments
 - The Individual Contract and its Attachments and Addenda
 - The Request for Proposal and its associated Addenda
 - The Consultant's Proposal and all Clarifications and Addenda

- E.4. Other State Building Commission Projects. The Consultant shall not participate in any other capacity on projects authorized by the State Building Commission, including The University of Tennessee System and Tennessee Board of Regents projects, for the duration of this Contract.
- E.5. Subject to Funds Availability. This Contract is subject to the appropriation and availability of State funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Consultant. Upon receipt of the written notice, the Consultant shall cease all work associated with the Contract on or before the effective termination date specified. Should such an event occur, the Consultant shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date.
- E.6. Consultant Developed Programs. Upon completion or termination of this Contract, application programs and systems and other management systems developed by the Consultant and used for the implementation of State capital projects shall be licensed to the State at no fee or otherwise remain with the State for use in management of other capital projects.
- E.7. Replacing Personnel. The Consultant shall not replace personnel performing services under this Contract without advance written approval of the State. The State may request replacements for Contract personnel. For required and approved personnel replacements, the Consultant shall provide personnel of comparable skill, ability, and/or experience, satisfactory to the State. Approved personnel replacements shall be achieved promptly by the Consultant to lessen the interruption of services. (See Section I, "Consultant Personnel Issues," of Contract Attachment B, (MANAGEMENT ASSISTANCE PERFORMANCE SPECIFICATION)).
- E.8. Printing and Duplication. The State shall provide facilities for the printing of State-required reports and documents at the offices of the Contracting State Agency. Printing and duplication at the State's facilities shall be without charge to the Consultant. Printing and/or other duplication of information required by the State, and that is not performed at State facilities must receive prior written approval by the State.
- E.9. Patents or Copyrights. The Consultant shall indemnify and hold the State harmless for all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Consultant's or the State's performance under the Contract. In any such action brought against the State, the Consultant shall satisfy and indemnify the State for the amount of any final judgment, or settlement entered into in good faith by the State for infringement.
- E.10. Debarment and Suspension. The Consultant certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

SIGNATURES: Appropriate Consultant and State Agency signatures shall be applied.

8.2 PRO FORMA INDIVIDUAL CONTRACT

(The following *pro forma* contract contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract)

**INDIVIDUAL CONTRACT
BETWEEN THE STATE OF TENNESSEE,
[CONTRACTING AGENCY OF THE STATE]
AND
[CONSULTANT NAME]
SBC NUMBER 529/000-09-03**

Pursuant to the State's master Contract, this Contract, by and between the State of Tennessee, [CONTRACTING AGENCY OF THE STATE], hereinafter referred to as the "State" and [CONSULTANT LEGAL ENTITY NAME], hereinafter referred to as the "Consultant," is for the provision of Management Assistance for State Capital Projects, as further defined in the "SCOPE OF SERVICES."

The Consultant is [AN INDIVIDUAL / A FOR-PROFIT CORPORATION / A NONPROFIT CORPORATION / A GOVERNMENTAL ENTITY / A SPECIAL PURPOSE CORPORATION OR ASSOCIATION / A FRATERNAL OR PATRIOTIC ORGANIZATION / A PARTNERSHIP / A JOINT VENTURE / A LIMITED LIABILITY COMPANY], and has entered into a Master Contract with the State dated _____ [Enter Date]

The Consultant's address is:

[ADDRESS]

The Consultant's place of incorporation or organization is [STATE OF ORGANIZATION].

A. SCOPE OF SERVICES:

The Consultant agrees to provide one qualified individual in the position of [_____ ENTER POSITION TITLE _____] to perform professional technical services in accordance with the scope of work for this position as described in Contract Attachment B (MANAGEMENT ASSISTANCE PERFORMANCE SPECIFICATION) of the Master Contract. This Contract incorporates the Master Contract's terms and conditions by reference (see Section D.18 of this Contract). In the event of conflict between any of these documents, refer to Section E.3 of this Contract.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for a period commencing on [_____ ENTER DATE _____] and ending on [_____ ENTER DATE _____]. The State shall have no obligation for services rendered by the Consultant which are not performed within the specified period.
- B.2. Term Limitation. Under no circumstances shall the term of this contract extend beyond the termination date of the Master Contract upon which this document is based.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Specified Services. For the services specified within Section A (*above*) of this Contract, the Consultant shall be compensated for services as follows:

C.1.a. Compensation. For the individual in the position of [ENTER POSITION TITLE], the Contractor will be paid a fixed monthly fee of [WRITTEN DOLLAR AMOUNT] (\$ NUMBER)].

Deductions shall be made for unauthorized absences and pro-rated based upon 2,080 work-hours per year.

C.1.b. Initial Relocation Expenses. For relocation of contracted personnel and associated equipment pertaining to initial work assignments under this Contract and as approved by the State, the Consultant shall be reimbursed actual reasonable and necessary expenses to a maximum of FIVE THOUSAND DOLLARS (\$5,000.00) per individual. This is a single reimbursement allowed only at initial assignment of personnel.

C.1.c. Reassignment Relocation Expenses. For relocation of contracted personnel and associated equipment pertaining to work reassignments under this Contract and as approved by the State, the Consultant shall be reimbursed actual reasonable and necessary expenses to a maximum of FIVE THOUSAND DOLLARS (\$5,000.00). This reimbursement is subsequent to any initial relocation reimbursement.

C.1.d. Reimbursement of Expenses. All reimbursable expenses associated with Consultant's basic services for the position of [ENTER POSITION TITLE] under this Contract, except those pertinent to Additional Service(s), shall be compensated to the Consultant as per the REIMBURSABLE ALLOWANCE TABLE set forth in Contract Attachment B of the Master Contract.

The Reimbursement Allowance shall be made monthly for each Consultant Employee and shall be a supplemental payment in lieu of actual expenses. (Refer to Section F and Section K of Contract Attachment B, (MANAGEMENT ASSISTANCE PERFORMANCE SPECIFICATION)).

C.1.e. Additional Service(s). For services requested and approved by the State and agreed to by the Consultant under this Contract, the services and Consultant fee shall be in accordance with Contract Attachment B and Contract Attachment C to this Contract as applicable. Travel-related expenses shall be reimbursed as determined by the "State Comprehensive Travel Regulations," (see Section C.4), and other eligible expenses shall be reimbursed at actual cost. Eligible and authorized actual expenditures shall be reimbursed the Consultant upon receipt of required documentation. (see Contract Attachment B, section E).

C.2. Compensation Firm. The maximum liability of the State under paragraph C.1 above is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Consultant shall submit monthly invoices in form and substance acceptable to the State and with all of the necessary supporting documentation, prior to any payment. Such invoices shall include the name of each of the Consultant's employees with the employee's job title, the number of hours worked, and the amount of eligible reimbursable expenses claimed for the employee during the billing period.

C.4. Travel Compensation. When applicable, compensation to the Consultant for travel, meals, or lodging shall be in the amount of actual costs, subject to maximum amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Consultant's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Consultant under this or any contract between the Consultant and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Consultant.
- C.8. Automatic Deposits. The Consultant shall complete and sign an "Authorization Agreement for Automatic Deposits (ACH Credits) Form." This form shall be provided to the Consultant by the State. Once this form has been completed and submitted to the State by the Consultant, all payments to the Consultant, under this or any other contract the Consultant has with the State of Tennessee, shall be made through the State of Tennessee's Automated Clearing House wire transfer system. The Consultant shall not invoice the State for services until the Consultant has completed this form and submitted it to the State. The debit entries to correct errors authorized by the "Authorization Agreement for Automatic Deposits Form" shall be limited to those errors detected prior to the effective date of the credit entry. The remittance advice shall note that a correcting entry was made. All corrections shall be made within two banking days of the effective date of the original transaction. All other errors detected at a later date shall take the form of a refund or, in some instances, a credit memo if additional payments are to be made.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate State officials in accordance with applicable State laws and regulations.
- D.3. Termination for Convenience. The State may terminate the Contract by giving the Consultant at least THIRTY (30) days written notice before the effective termination date. In that event, the Consultant shall be entitled to receive equitable compensation for satisfactory, authorized services completed as of the termination date.
- D.4. Termination for Cause. If the Consultant fails to fulfill its obligations under this Contract in a timely or proper manner, or if the Consultant violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Consultant shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Consultant.
- D.5. Subcontracting. The Consultant shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to Conflicts of Interest and Nondiscrimination (Sections D.6 and D.7).

- D.6. Conflicts of Interest. The Consultant warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Consultant in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Consultant hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Consultant on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Consultant shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Consultant shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Consultant, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Consultant's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Reports. Annual reports and performance evaluation reports shall be in accordance with the State's Request for Proposal.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Consultant. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.13. Liability Insurance. The Consultant, being an independent Consultant and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Consultant's employees, and to pay all applicable taxes incident to this Contract.
- D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.15. Hold Harmless. The Consultant agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm,

corporation, or other entity which may be injured or damaged as a result of acts, omissions, bad faith, negligence, or willful misconduct on the part of the Consultant, its employees, or any person acting for or on its or their behalf relating to this Contract. The Consultant further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Consultant to the State.

In the event of any such suit or claim, the Consultant shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Consultant written notice of any such claim or suit, and the Consultant shall have full right and obligation to conduct the Consultant's own defense thereof. Nothing contained herein shall be deemed to accord to the Consultant, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

D.16. State and Federal Compliance. The Consultant shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Consultant agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee and the courts of the United States which are located within the State of Tennessee in actions that may arise under this Contract. The Consultant acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract which incorporates the Master Contract's terms and conditions by reference, is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or verbal.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

[NAME AND TITLE OF STATE AGENCY CONTACT PERSON]
[NAME OF STATE AGENCY]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

The Consultant:

[NAME AND TITLE OF CONSULTANT CONTACT PERSON]
[NAME OF CONSULTANT]
[ADDRESS]
[TELEPHONE NUMBER]
[FACSIMILE NUMBER]

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Master Contract document and its Attachments
- b. The Individual Contract and its Attachments and Addenda
- c. The Request for Proposal and its associated Addenda
- d. The Consultant's Proposal and all Clarifications and Addenda

In the event of a discrepancy or ambiguity regarding the Consultant's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.4. Subject to Funds Availability. This Contract is subject to the allotment and availability of State funds. In the event that the funds are not allotted or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Consultant. Upon receipt of the written notice, the Consultant shall cease all work associated with the Contract on or before the effective termination date specified. Should such an event occur, the Consultant shall be entitled to compensation for all satisfactory and authorized services completed as of the effective termination date.

E.5. Consultant Developed Programs. Upon completion or termination of this Contract, application programs and systems and other management systems developed by the Consultant and used for the implementation of State capital projects shall be licensed to the State at no fee or otherwise remain with the State for use in management of other capital projects.

E.6. Replacing Personnel. The Consultant shall not replace personnel performing services under this Contract without advance written approval of the State. The State may request replacements for Contract personnel. For required and approved personnel replacements, the Consultant shall provide personnel of comparable skill, ability, and/or experience, satisfactory to the State. Approved personnel replacements shall be achieved promptly by the Consultant to lessen the interruption of services.

E.7. Printing and Duplication. Printing and duplication at the State's facilities shall be without charge to the Consultant.

- E.8. Patents or Copyrights. The Consultant shall indemnify and hold the State harmless for all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Consultant's or the State's performance under the Contract. In any such action brought against the State, the Consultant shall satisfy and indemnify the State for the amount of any final judgment, or settlement entered into in good faith by the State for infringement.
- E.9. Employee Leave Credit. Employees of the Consultant, contracted for service under this Contract, shall be credited with one work day of leave per month, for each full month under this contract. The total maximum of accumulated leave time shall not exceed twelve (12) work days per year. The State will reimburse the Consultant for employee absentee time for up to the 12-day maximum.
- E.10. Equipment. Contract Attachment B (MANAGEMENT ASSISTANCE PERFORMANCE SPECIFICATION) of the Master Contract specifies certain equipment that the Consultant shall provide for the use of employees contracted for services under this Contract. The Consultant shall provide any such specified equipment, which equipment shall be furnished upon the arrival date of, and furnished at the assigned duty station of each contracted employee. Failure to provide all listed equipment shall be considered as failure by the Consultant to provide the employee for contracted services.
- E.11. Debarment and Suspension. The Consultant certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

SIGNATURES: Appropriate Consultant and State Agency signatures shall be applied.

Management Assistance Performance Specification

MANAGEMENT ASSISTANCE PERFORMANCE SPECIFICATION

A. INTRODUCTION

The State provides project management services for capital maintenance, new construction and renovation projects that are authorized by The State Building Commission.

The State shall select a Consultant who shall be capable of providing all of the services listed within this document. The Consultant shall provide the Administrative, Specialized, and Field services as described below.

B. REQUIRED SERVICES

Required services shall include a variety of specific assignments to be executed under a task order type arrangement. Each task will have a specifically designed scope of services, contracting arrangements, and implementation schedule. Individual Contracts for each Consultant employee will be executed on an as-needed basis.

The Consultant shall be required to provide personnel who meet the following minimum qualifications and fulfill the services as described. Other positions may be determined and identified at a later date. (See Section E for clarification.) All positions may be full or part-time as required by the State. The Consultant shall fill new positions within thirty (30) calendar days. If the Consultant is not able to fulfill such a request, the State is to be informed within fourteen (14) calendar days following the request.

The following items address the areas, roles and tasks that represent the basic services requested. The State intends to seek outside assistance from the Consultant only as necessary to ensure that project management is executed in an efficient and economical manner.

Required services, and the respective accommodations and staff for each, will fall within the categories of Administrative Services, Field Services, or Additional Services.

C. ADMINISTRATIVE SERVICES

These services will be those that assist the State in its overall mission pertaining to capital initiatives and in providing a wide range of management assistance. Administrative Services, as a function, does not include the administration and supervision of the Consultant's personnel with the exclusion of provisions in Section D. Required reports pertinent to the Consultant's performance shall be submitted to the State each month.

The State shall provide office space, furnishings and communications support for administrative positions. The Consultant shall provide administrative positions with the following equipment: a portable computer and software that shall be compatible with the project tracking and information programs used by the State. This equipment shall be provided at no additional charge to the State and shall be considered as part of the basic Contract rate for the specific job title.

C.1 PROGRAM ADMINISTRATOR

The Program Administrator position is responsible for the overall supervision of the Management Assistance Program. This individual shall report directly to, and coordinate with, the State Agency Representative on all aspects of the Management Assistance Contract.

A Bachelors Degree is required. A degree in Architecture, Engineering or a related field is preferred. Eight years experience in the construction industry with a minimum of four years of management experience is required. Management experience should reflect exposure to a variety of facets of the construction industry.

Program Administrator shall be knowledgeable of Critical Path Method scheduling and have knowledge of Primavera and Microsoft Project scheduling software in the version currently used

by the State. Computer skills must include word processing, spreadsheet development, graphics and file management.

Duties include, but are not limited to:

- Evaluating program workload requirements and making recommendations of manpower needs.
- Assisting with the development of a management plan and scheduling its implementation.
- Reviewing and evaluating designs, plans, construction technologies and maintenance requirements in order to assist with recommendations.
- Providing value engineering analysis assistance.
- Reviewing Architect/Engineer estimates prior to construction bidding and providing cost implication analysis of the various bid elements.
- Assisting State staff with all aspects of project implementation.
- Coordinating the work of the Field Services personnel and ensuring consistency of the overall program.
- Providing or assisting in training both Contract and State personnel.
- Supervising ten to twenty subordinates.

C.2 PROJECT MANAGER

The Project Manager position is responsible for overall project management services for specific complex projects and/or general project management assistance for groups of projects.

This person must be a licensed professional in the fields of architecture, engineering or a related technical field, having a minimum of six years of experience in the construction industry. This person must also have three years of management experience. These shall be minimum requirements for this position.

Duties include, but are not limited to:

- Assisting in the management of initial project planning and the design process, as well as implementing projects.
- Evaluating design plans, construction technologies, and maintenance requirements, and participating in the design review process.
- Providing value engineering and cost analysis assistance.
- Assisting in the development of standards and uniform project criteria.
- Developing and managing project budgets and expenditures.
- Expediting project and contract approvals, preparations and execution.
- Developing and managing project schedules to meet overall program goals.
- Reviewing *Requests for Proposals* and *Change Orders* for cost and operational implications and assisting in designer pay request review and project closeout procedures.

C.3 PROJECT SCHEDULE FACILITATOR 1

The Project Schedule Facilitator 1 position is responsible for the computerized scheduling of multiple projects during construction. The Schedule Facilitator's office will normally be located in the State central office but may be assigned anywhere in the State.

A Bachelor or Associate's degree in engineering or a related technical field is highly desirable. This individual shall have a minimum of two years scheduling experience, one of which shall be in the construction field.

The Schedule Facilitator shall be knowledgeable of Critical Path Method scheduling. This position requires proficient knowledge and use of Primavera project scheduling software in the version currently used by the State. Proficient knowledge and use of Microsoft Project scheduling program in the version currently used by the State is preferred. Computer skills must include word processing, spreadsheet development, graphics, and file management.

Duties include, but are not limited to:

- Assisting Project Schedule Facilitator 2 with conducting schedule development sessions for selected projects in conjunction with the design team, general contractor, subcontractors, suppliers, CPM staff and Owner's representatives.
- Developing fundamental computerized construction schedules using Critical Path Method scheduling techniques, as required.
- Assisting in developing schedules to a level of detail commensurate with the size of the project.
- Assisting with updating project status in preparation for all progress meetings or at a frequency agreed upon by supervisory staff or the project management team.
- Providing reports concerning schedule status as required. Reports may be based upon manpower, schedule analysis, project meetings and direct field observations among other options.
- Attending all schedule related meetings or other meetings as may be requested by the supervisor or project management team.

C.4 PROJECT SCHEDULE FACILITATOR 2

The Project Schedule Facilitator 2 position provides computerized scheduling of multiple projects during construction. The Scheduler's office will normally be located in the State central office but may be assigned anywhere in the State.

The Schedule Facilitator shall be knowledgeable of Critical Path Method scheduling. The Schedule Facilitator must be proficient in the use of Primavera and Microsoft Project scheduling software in the version currently used by the State. Computer skills must include word processing, spreadsheet development, graphics and file management.

A Bachelor or Associate's Degree in engineering or a related technical field is highly desirable. This position requires a minimum of four years' scheduling experience, three of which shall specifically be in the construction field.

Duties include, but are not limited to:

- Conducting schedule development sessions for selected projects in conjunction with the design team, general contractor, subcontractors, suppliers, State and Owner's representatives.

- Developing computerized construction schedules of varying complexity using Critical Path Method scheduling techniques, as required. Schedules shall be developed to a level of detail commensurate with the size of the project.
- Updating and providing current project status reports in preparation for all progress meetings or at a frequency required by the project management team.
- Providing reports concerning schedule status, projections, and forecasting, as required. (These may be based upon manpower, schedule analysis, project meetings and direct field observations among other options.)
- Supervising one to four subordinate positions including that of Project Schedule Facilitator 1.
- Attending schedule-related meetings. These shall include progress, scheduling, and transition meetings, and may include design and other special meetings, as requested by the State.

C.5 PROGRAM CONTROLS COORDINATOR

The Program Controls Coordinator position is responsible for the maintenance of a computerized master schedule of all projects within State's capital projects program. This position may require analysis of workload requirements or other statistical analysis.

A Bachelor's Degree in Architecture, Engineering or a related field is preferred. A minimum of three years experience in the construction industry is required.

Computer skills and proficiency in the scheduling process are required. Scheduler shall be knowledgeable of Critical Path Method scheduling. Scheduler must be proficient in the use of Primavera and Microsoft Project scheduling software in the version currently used by the State. Computer skills must include word processing, spreadsheet development, graphics, and file management.

Duties include, but are not limited to:

- Producing and maintaining a computerized master schedule in bar-chart form for the total program which tracks all phases of projects including planning, design, bidding, construction and other related considerations.
- Producing and maintaining regular workload intensity charts and graphs based on a master schedule and State manpower analysis models.
- Attending regular Action Status meetings with State Agency Project Managers to facilitate status reports for all projects.
- Analyzing other operational data and generating reports, charts, graphs and spreadsheets to convey findings.

C.6 PROGRAM TECHNICIAN

The Program Technician position supports the Program Administrator and the Program Controls Coordinator. This position may also require other miscellaneous support functions as requested by the State Agency.

A Bachelor's Degree in Architecture, Engineering or a related field is preferred. Basic computer skills including word processing and spreadsheet development are required. Basic knowledge of the scheduling process and additional computer skills are desirable.

Duties include, but are not limited to:

- Assisting in the production and maintenance of a computerized Master Schedule.

- Assisting in the production and maintenance of workload intensity analysis.
- Gathering and analyzing other data as may be required for internal management.
- Reviewing cost estimates.
- Providing other technical assistance as required.
- Assisting the Program Administrator in the coordination of Field Services work and overall program consistency.

D. FIELD SERVICE

These services shall be task oriented to capital projects and shall pertain to individual or groups of projects located throughout the State of Tennessee.

Consultant shall provide any and all equipment and furnishings required in addition to that provided by the State and identified in this section, as necessary to perform their contracted duties. Minimum required equipment includes, but is not limited to, the following: office furniture; cell phones; portable computers; portable printers, as necessary; plain paper fax machine; communication messaging service; and digital camera.

Computers shall have the capacity for electronic mail and digital imaging conveyance. Access to the Internet is required. Computers shall have software compatible with the versions and programs used by the State. This equipment shall be provided at no additional charge to the State and shall be considered as inclusive within the basic Contract monthly rate for the specific job title. A cellular phone is to be supplied at the discretion of the Consultant. All Field Services personnel should respond to remote pager calls within 15 minutes when cellular service is not available.

The State requires each **Construction Contractor** to provide space at its sole cost and expense for the Owner's representative. This space will be provided with certain standard furnishings and is usually located on-site in construction trailers. In some instances, the State may choose to use State owned or leased space located near the job site. Consultant personnel shall have use of this space when representing the Owner. The Owner's Field Office is a private office, equipped as follows:

Office size: 160 square feet minimum, with minimum dimension of 8'-0".

Windows: Minimum total area of 10% of floor area, with operable sash and insect screens.

Electricity: Minimum of four 110-Volt duplex convenience outlets, one on each wall.

Furnishings:

- One desk 54" x 30" with three drawers.
- One drafting table 36" x 72" with equipment drawer and chair.
- One metal, 2-drawer storage cabinet.
- Wood plan rack and sticks of sufficient number to hold contract drawings, shop drawings, and record drawings.
- One standard 4 drawer legal-size metal file cabinet with lock and two keys.
- Twelve linear feet of bookcase.
- Three chairs.
- One tack board, sized 36" x 30".
- One wastebasket per desk and table.
- Telephone: Telephone service on separate line from job contractor.

Janitorial: Janitorial services for offices and periodic cleaning and maintenance for office and storage area.

Approach Walk: Provide suitable pedestrian approach walks to the facility, maintained by the job contractor, free of mud, water, and snow.

D.1 PROJECT ADMINISTRATOR

The Project Administrator position is directly responsible for specific complex projects. This individual shall provide the administrative services required to monitor construction activities.

A Bachelor's Degree in Architecture, Engineering or a related field and five years of professional experience in the degree field is required. Individuals must also have four years experience in the construction field.

The ability to develop and maintain a detailed Critical Path Method schedule is required as is proficiency in word processing and spreadsheet development.

Duties include, but are not limited to:

- Attending progress, scheduling, and other meetings related to project construction.
- Producing and maintaining field reports.
- Reviewing, verifying, tracking and expediting RFI's, RFP's, change orders, and construction contractor's pay requests.
- Maintaining a daily project journal, including the recording of problems and solutions and other events. The daily journal shall be submitted to the State at the end of each month.
- Monitoring the quality of construction and compliance with contract documents.
- Expediting the resolution of project issues between all members of the project team.
- Interfacing with facility user staff to address their needs and concerns during construction.
- Reviewing RFP's and change orders for cost and operational implications.
- Monitoring Record Drawing production and expediting project closeout.
- Developing computerized detailed construction schedules in conjunction with the design team, general contractor, subcontractors, suppliers and facility user representatives.
- Maintaining project schedules as required to support project management and at the discretion of the State.
- Providing reports concerning schedule status, potential problems, forecasting, and solutions based upon progress meetings and direct field observation.
- Supervising at least one additional staff member.

D.2 OWNER'S FIELD REPRESENTATIVE 1

The Owner's Field Representative 1 position is responsible for the monitoring of multiple construction projects at different locations in a designated geographical area.

A two-year Associate's Degree in Architecture Technology, Construction Technology, or a related field is required. A Bachelor's Degree in Architecture, Engineering or a related field, with a minimum of two years project management experience in the construction field is highly desirable. This position requires proficiency in basic word processing and computer spreadsheet skills and an understanding of the scheduling process.

Duties include, but are not limited to:

- Attending progress, scheduling, and other meetings related to construction projects.
- Producing and maintaining field reports.
- Reviewing, verifying, tracking and expediting RFI's, RFP's, change orders, and Construction Contractor pay requests.
- Maintaining daily project journal to include documentation of problems and resolutions and other events. Maintaining other pertinent records in an orderly manner.
- Monitoring quality of construction and compliance with contract documents.
- Preparing written reports to the Designer, with copies to the State's Construction Administrator, detailing any non-compliant or questionable work.
- Expediting resolutions of project issues between all project team members.
- Interfacing with facility user staff to address their needs and concerns during construction.
- Reviewing RFP's and change orders for cost and operational implications.
- Monitoring Record Drawing production and expediting project closeout.
- Organizing tasks to achieve efficient and effective follow-through and completion.

D.3 OWNER'S FIELD REPRESENTATIVE 2

The Owner's Field Representative 2 position is responsible for the monitoring of multiple construction projects at different locations in a designated geographical area.

A Bachelor Degree in Architecture, Construction, or a related field and five years of project management experience in the construction field are required. This position requires advanced computer skills and the ability to produce a fundamental Critical Path Method schedule.

Duties include, but are not limited to:

- Attending progress, scheduling, and other meetings related to construction projects.
- Producing and maintaining field reports.
- Reviewing, verifying, tracking and expediting RFI's, RFP's change orders, and Construction Contractor pay requests.
- Maintaining daily project journal to include documentation of problems and resolutions and other events. Maintaining other pertinent records in an orderly manner.
- Monitoring quality of construction and compliance with contract documents.
- Preparing written reports to the Designer, with copies to the State's Construction Administrator, detailing any non-compliant or questionable work.
- Expediting resolutions of project issues between all project team members.
- Interfacing with facility user staff to address their needs and concerns during construction.
- Reviewing RFP's and change orders for cost and operational implications.
- Monitoring Record Drawing production and expediting project closeout.
- Organizing tasks to achieve efficient and effective follow-through and completion.

E. TECHNICAL OR ADDITIONAL SERVICES

The State may require the Consultant to provide specialized assistance at any time during the execution of tasks associated with this contract. These are specific technical services that may be required either full or part time, such as services listed below.

The Consultant shall provide a list of positions or disciplines with proposed hourly rates included (see Contract Attachment C, page 2). These rates may be used when contracting for services. Consultant may propose additional position with rates assigned. This list of positions shall not be used for evaluation purposes in awarding this Contract. They shall be used as references for establishing fees for these services.

Rates submitted for proposed positions shall reflect raw salaries, void of any mark-ups. A maximum hourly rate for each position shall be calculated at raw salary times a multiple of 2.45 (Two and Forty-five hundredths). This multiplier will be used to establish the billable hourly rate. In no case shall this billable rate exceed one Hundred and Twenty-five dollars (\$125.00) per hour.

The State reserves the right to reject all proposed rates.

E.1 SERVICES

The following services may be requested on a project basis with a budget developed for each project. These services may include, but are not limited to:

- Special Project Analysis, such as: Site evaluations, Engineering analysis, Cost estimation and analysis;
- Special Project Planning, such as: Master planning, Site planning, Maintenance planning;
- Constructability Reviews;
- Building Commissioning;
- Value Engineering;
- Claims Management/Resolution;
- Feasibility Studies;
- Computer programming/System development;
- Project Management and Project Schedule Training;
- CAD/Drafting Services;
- Facility Programming;
- Planning;
- Estimating;
- Education and Training; and,
- Other additional services that may be requested by the State or offered by the Consultant and accepted by mutual agreement.

Additional services shall not exceed ten percent (10.00%) annually of the total dollar amount of services procured annually as a result of this RFP.

E.2 SCOPE AND AUTHORIZATION FOR SPECIALIZED OR ADDITIONAL SERVICES.

The Consultant shall not proceed with any Specialized or Additional Service(s) under this Contract without prior written authorization from the State. The Consultant shall provide the State a written scope description for each occurrence of requested service(s), in accordance with Section E.2 of this Contract. The Scope shall be a written description of service(s) that the Consultant will provide in fulfillment of the State's request. A Scope should include the following:

- (1) Description of Work. Provide a brief description of the work that will be requested in order to accomplish the requested service(s). Include personnel and/or appropriate positions to be assigned in order to accomplish the work in a timely manner.
- (2) Schedule. Provide a proposed calendar target for completion of the requested service(s). This is applicable for projects or tasks that may exceed SIXTY (60) days in duration.

- (3) Cost. Provide a not-to-exceed total cost in accordance with this Section to accomplish all components of the requested service(s).
- (4) Deliverable(s). If applicable, provide a description of the deliverable(s) the State will receive at the completion of the service(s) project, such as a report of findings or other document, drawing, or exhibit specific to the requested service(s).

F. REIMBURSABLE ALLOWANCE

Travel and certain other reimbursable expense items associated with Consultant's basic services will be provided through a "Reimbursable Allowance". This allowance will be paid per month in lieu of actual expenses, and will be based upon position type of Consultant employees. This allowance amount has been developed by the State based upon audited, actual expenditures for prior years. A table is presented in Section K at the end of this Performance Specifications (*Contract Attachment B*), which details the allowance to be paid.

G. CLERICAL SUPPORT

The State shall supply clerical support for Consultant positions located within the State's Nashville offices only as availability permits. The support level will be dependent upon State agency workload and other factors. Consultant should consider this when developing rates for Proposal.

The State shall not pay for administrative secretarial support other than as described above, nor shall the State reimburse Consultant for clerical or secretarial support at field locations. If clerical and/or secretarial support is required at field locations, then the cost for this support must be included within the rates quoted for the required contracted services.

If additional clerical and/or secretarial support is deemed necessary, this cost shall be included within the rates for basic services proposed by the Consultant.

H. ANNUAL LEAVE, SICK LEAVE, AND HOLIDAYS

Contracted employees may take vacation or personal illness leave equal to one day for each full month of employment worked while under contract with the State, not to exceed a total of twelve (12) days per year. Additionally, contracted employees shall be compensated for State legal holidays and State administrative leave days, and are not required to report to State sites or offices on these days. The State shall not provide compensation for any personal, sick, or holiday leave taken that exceeds the policy defined above.

Leave accumulation begins the day after the employee's first calendar month has been completed and ends at Contract expiration, termination of employment or the accumulation of twelve days leave, whichever comes first. Contract expiration ends leave accumulation. Accumulated leave shall not follow the employee from one contract to another, with the exception of contractual continuation of employees serving in a continuing capacity to the State.

Requests for leave shall be submitted, in writing, to the State for approval no less than 15 calendar days prior to the requested leave. The Consultant shall provide confirmation of employee work coverage during the requested absence prior to the commencement of leave. Use of leave greater than the amount stipulated may constitute grounds for dismissal.

The Consultant shall provide a replacement if any employee requests six (6) or more continuous days of leave. If a replacement is not provided, time taken shall result in an unpaid status with no compensation being paid to the Consultant. The Consultant shall be required to deduct from his monthly invoice the required percentage for the time that no replacement employee was provided.

(Example: The Consultant's Owner's Field Representative was absent for 10 consecutive calendar days, seven of which were covered by a replacement employee, but 3 of which were not. Since the month in question had 21 workdays, the Consultant must deduct 3/21 or 1/7 of the Owner's Field Representative's monthly service invoice for the period during which there was no assigned employee to provide coverage)

I. CONSULTANT PERSONNEL ISSUES

The following items address issues that have occurred, or can be reasonably anticipated to have a high probability of occurring within the contracted period. These Statements constitute the State's official position:

All supplies, equipment (including copy machines), and personnel needed to conduct business at field offices shall be provided by the Consultant. (Office supplies, business cards, hard hats, photographic film, personal organization materials, safety equipment, etc. are some examples of what is addressed herein.) If any such possessions are stolen or lost, the State expects prompt replacement in order to maintain normal business. The Consultant shall maintain sufficient insurance for potential losses.

In the case of replacing a Consultant employee, the Consultant shall comply with the following:

The Consultant shall provide a replacement employee no later than two (2) weeks prior to the departure of former employee in order to allow a reasonable transition period. The only exception to this time requirement shall be the replacement of an employee due to injury or other unusual circumstance. Any costs incurred in the replacement process, including the overlapping of employees, shall be borne by the Consultant with the exception of relocation expenses. Relocation expenses shall only be paid for the transfer of the employee who initially fills a position. All such expenses related to replacement shall be factored in the Consultant's cost Proposal.

Consultant employees are expected to work a forty-hour workweek. No more than two and one-half hours per week may be used by the Consultant for administrative purposes. The intent of this is to allow the Consultant either thirty minutes per day or two and one-half hours per week for tasks such as employee evaluations, meetings or other organizational matters.

J. GENERAL RULES

Consultant shall not use their company name, logo or letterhead on correspondence with parties involved in STATE projects; on internal reports, graphs or other documents used within the contracting State Agency office; or in representing the State, or any agency of the State, unless approved in advance by the State. Consultant shall not post signs bearing their company name or logo in any State office.

K. REIMBURSEMENT ALLOWANCE TABLE

The following table lists maximum reimbursement amounts by Position Title for each of the positions described under this Contract. The Reimbursement Allowance shall be made monthly for each Consultant Employee and shall be a supplemental payment in lieu of actual expenses associated with Consultant's basic services. (refer to Section F above).

POSITION TITLE	Monthly Amount	Yearly Total	3-Year Total
Program Administrator	\$275	\$3,300	\$9,900
Project Manager	\$165	\$1,980	\$5,940
Program Controls Coordinator	\$70	\$840	\$2,520
Program Technician	\$50	\$600	\$1,800
Project Administrator	\$615	\$7,380	\$22,140
Owner's Field Representative I	\$1,090	\$13,080	\$39,240
Owner's Field Representative II	\$1,090	\$13,080	\$39,240
Project Schedule Facilitator I	\$490	\$5,880	\$17,640
Project Schedule Facilitator II	\$810	\$9,720	\$29,160
TOTALS:	\$4,655	\$55,860	\$167,580

8.4 CONTRACT ATTACHMENT C

Information from the successful Proposer's Cost Proposal, RFP Attachment 9.3, shall be attached to the Master Contract as Contract Attachment A, "MONTHLY RATES SCHEDULE." The hourly rates from the Successful Proposer's cost proposal shall be incorporated as fixed rates. See *pro forma* Master Contract Section C.5, (RFP Section 8.1).

CONSULTANT MONTHLY RATES SCHEDULE

Category	Monthly Rate
Personnel	\$ Amount
Program Administrator	\$
Project Manager	\$
Project Schedule Facilitator 1	\$
Project Schedule Facilitator 2	\$
Program Controls Coordinator	\$
Program Technician	\$
Project Administrator	\$
Owner's Field Representative 1	\$
Owner's Field Representative 2	\$
	Number of Persons
*Initial Relocation of Personnel	*

* The State shall provide a one-time, maximum reimbursement of FIVE THOUSAND DOLLARS (\$5,000.00) per individual for initial relocation expenses, after both Master and Individual contracts are fully executed and personnel have relocated. The Proposer's submitted number of personnel for initial relocation will not be increased for contract purposes, unless approved by the State.

9. RFP PROCESS ATTACHMENTS

- 9.1. Certification of Compliance**
- 9.2. Technical Proposal Checklist & Evaluation Guide**
- 9.3. Cost Proposal Format**
- 9.4. Cost Proposal Evaluation Guide**
- 9.5. Proposal Score Summary Matrix**
- 9.6. Reference Submittal Form**

**CERTIFICATION OF COMPLIANCE
SBC # 529/000-09-03**

Proposer Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

- a) the laws of the State of Tennessee;
- b) Title VI of the federal Civil Rights Act of 1964;
- c) Title IX of the federal Education Amendments Act of 1972;
- d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
- f) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- g) the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Proposer Signature

Date

ATTACHMENT 9.2 A (4 pages)**TECHNICAL PROPOSAL REQUIREMENTS CHECKLIST AND EVALUATION GUIDE****SBC # 529/000-09-03**

Proposer Name _____

Evaluator _____

RFP Coordinator _____

Review Date _____

This Checklist is provided only as a guide and does abdicate the Proposer's responsibility for responding to all requirements of this RFP. The Proposer must address ALL proposal requirement items including, but not limited to, the Transmittal Letter, Mandatory Qualifications, Proposer Qualifications, Experience, and Technical Approach. The required information and documentation is to be provided in sequence and with the associated item referenced.

A Proposal Evaluation Team, made up of three (3) or more State employees, will independently evaluate and score the proposal's response to each item.

<input checked="checked" type="checkbox"/> If Submitted	PROPOSAL REQUIREMENTS	
---	------------------------------	--

General Requirements**PASS/FAIL**

<input type="checkbox"/>	1. Written Proposal and Cost Proposal received on time at correct location 1.5 & 3.5	
<input type="checkbox"/>	2. Outermost container displays licensing information, Attachment 9.8..... 3.5.3	
<input type="checkbox"/>	3. One Original and six copies of written Proposal received..... 3.5.1	
<input type="checkbox"/>	4. Written Proposal and Cost Proposal packaged separately and marked as required. 3.5.1	
<input type="checkbox"/>	5. Responsive to Proposal Document organization layout. Section and subsections partitioned with tabbed separation sheets. Tabs are labeled accordingly..... 5.1.3	

Transmittal Letter Section**PASS/FAIL**

<input type="checkbox"/>	6. The letter, on company letterhead, shall be signed by a company officer empowered to bind the Proposer to the provisions of RFP and any contract awarded pursuant to it 5.2.1.1	
<input type="checkbox"/>	7. The letter shall state that the proposal remains valid for at least 180 days subsequent to the date of the Cost Proposal opening 5.2.1.2	
<input type="checkbox"/>	8. The letter shall provide the complete name and Social Security Number of the individual or the legal entity name and Federal Employer Identification Number of the firm making the proposal 5.2.1.3	
<input type="checkbox"/>	9. The letter shall provide the name, mailing address, and telephone number of the person the State should contact regarding the proposal. 5.2.1.4	
<input type="checkbox"/>	9. The letter shall state whether the Proposer holds a license as a general Contractor in the state of Tennessee and shall provide the Proposer's license number to show compliance with Section 3.18 of the RFP 5.2.1.5	
<input type="checkbox"/>	10. The letter shall state whether the Proposer intends to use subcontractors..... 5.2.1.6	
<input type="checkbox"/>	11. The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest 5.2.1.7	
<input type="checkbox"/>	12. Provide a statement acknowledging receipt of Addendums by Addendum number and date 5.2.1.8	
<input type="checkbox"/>	13. A letter of evidence of insurability as detailed in 3.17 5.2.1.9	

Mandatory Proposer Qualifications
PASS/FAIL

<input type="checkbox"/>	14. Technical Proposals shall provide written confirmation that the Proposer shall comply with all provisions of the RFP and accept all terms and conditions of the RFP and pro forma contract..... 5.2.2.1	
<input type="checkbox"/>	15. Technical Proposals shall provide written certification and assurance of the Proposer's compliance with the laws of the State of Tennessee; Title VI of the federal Civil Rights Act of 1964; Title IX of the federal Education Amendments Act of 1972; the Americans with Disabilities Act of 1990; the Equal Employment Opportunity Act and regulations issued thereunder by the federal government; the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and, the condition that that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP. (RFP Attachment 9.1) 5.2.2.2	
<input type="checkbox"/>	16. Mandatory Financial and Credit Information. Detailed Documentation of Financial Resources prepared in accordance with generally accepted accounting principles, including but not limited to the following: <ul style="list-style-type: none"> <input type="checkbox"/> The Proposer's most recent independent audited financial statements for the last three completed fiscal years. This must include all or part of 2003., and, <input type="checkbox"/> prepared with all monetary amounts detailed in United States currency, prepared under United States generally accepted accounting principles, and audited under United States generally accepted auditing standards, and, <input type="checkbox"/> The audited financial statements must include: auditor's opinion letter, financial statements, notes to the financial statements; and common size balance sheets and income Statements for the last three years. <input type="checkbox"/> Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period 5.2.3 	

PROPOSAL CHECKLIST AND EVALUATION GUIDE
SBC # 529/000-09-03

Proposer Name _____

Evaluator _____

RFP Coordinator _____

Review Date _____

EVALUATION SECTION		State Use ONLY
Proposer Qualifications Section MAXIMUM 10 POINTS		
	EVALUATOR'S SCORES	X
1. Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, partnership, joint venture, limited liability company, et cetera),.....	5.2.4.1	
2. The location of Proposer's home office and other pertinent offices	5.2.4.2	
3. Brief description of Proposer's background, organizational history, size, and years in business	5.2.4.3	
4. Proposer statement regarding merger, acquisition, or sale of Proposer company in last ten (10) years; (if so, an explanation providing relevant details);	5.2.4.4	
5. Brief, descriptive statement relevant to the professional services required by this RFP, indicating the Proposer's business and technical qualifications including pertinent engineering licenses held and the state(s) in which they are held, professional organization memberships and certifications, industry awards, and other appropriate credentials.....	5.2.4.5	
6. A statement as to the extent of services provided as a licensed general contractor in Tennessee and other states,	5.2.4.6	
7. A statement as to whether the Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors, to the best of the Proposer's knowledge have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony;	5.2.4.7	
8. A statement as to whether there is any pending litigation against the Proposer; and if such litigation exists, attach an opinion of counsel as to whether the pending litigation will impair the Proposer's performance in a Contract under this RFP, and	5.2.4.8	
9. A statement of whether, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or has undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details	5.2.4.9	
10. Provide documentation of Proposer's commitment to diversity	5.2.5	

EVALUATION SECTION		State Use ONLY
Proposer Experience and References Section MAXIMUM 30 POINTS		
	EVALUATORS SCORES:	X
11. Provide brief statements demonstrating Proposer's experience including: <input type="checkbox"/> number of years the Proposer has been performing the services sought under this RFP, and, <input type="checkbox"/> ability to simultaneously manage a significant quantity of projects of varying size, cost, and scope of complexity, and <input type="checkbox"/> ability to provide quality control services	5.2.6.1	

	<p>12. Describe what portion of the Proposer's business is dedicated to Management Assistance activities.</p> <p><input type="checkbox"/> Dollar amount of current Management Assistance contracts in relation to total dollar amount of all current contracts,</p> <p><input type="checkbox"/> Number of current Management Assistance contracts in relation to total number of all current contracts,</p> <p><input type="checkbox"/> Dollar amount of completed Management Assistance contracts in relation to total dollar amount all completed contracts over the past twelve months</p> <p><input type="checkbox"/> Number of completed Management Assistance contracts in relation to total number of all completed contracts over the past 12 months. 5.2.6.2</p>	
	<p>13. Indicate the Proposer's experience providing services sought under this RFP for the following agency/building types as noted..... 5.2.6.3</p>	
	<p>14. Indicate the Proposer's ability to utilize software and computer systems required by this RFP 5.2.6.4</p>	
	<p>15. Description of what sets firm apart from others providing this same service 5.2.6.5</p>	
	<p>16. A list (or table) of all contractual relationships both current and those completed within the previous five-year period. 5.2.6.6</p>	
	<p>17. References: Provide at least three (3) current and three (3) recently completed projects with support documentation as identified in the Reference Submittal Form, RFP Attachment 9.6:</p> <p><input type="checkbox"/> three (3) current project references, if any</p> <p><input type="checkbox"/> sealed references received for the current projects</p> <p><input type="checkbox"/> three (3) completed project references, if any, within previous 5-yr. Period</p> <p><input type="checkbox"/> sealed references received for the completed projects 5.2.7</p>	

EVALUATION SECTION		
Technical Approach Section MAXIMUM 25 POINTS		State Use ONLY
	<p>18. A comprehensive narrative, captioned "Project Understanding," that illustrates the Proposer's understanding of the work to be accomplished 5.2.8.1</p>	
	<p>19. A comprehensive narrative, captioned "Project Approach," that illustrates how the Proposer will complete the scope of services 5.2.8.2</p>	
	<p>20. A comprehensive narrative, captioned "Project Management Plan," that illustrates how the Proposer will approach and manage the project, ensure completion of the scope of services and accomplish required objectives..... 5.2.8.3</p>	
	<p>21. Organizational charts.- Company, Program, Personnel Roster, and resumes 5.2.8.4</p>	
	<p>22. Identify the Primary Point of Contact on a day-to-day basis 5.2.8.5</p>	
	<p>23. Describe the company's "Scheduling process", including software systems and use of scheduling as a management tool. 5.2.8.6</p>	
	<p>24. Describe the process in which the Proposer's staff and administrative support will manage the execution of the work. This description shall focus on the inter-relationship of the various aspects of prudent project management, including but not limited to, Communications, Meetings, Reporting, Field Supervision, Progress Billings, Owner Liaison and Response Plans. Attached or otherwise include appropriate photographs with Site Reports. Sample reports are recommended. 5.2.8.7</p>	

**COST PROPOSAL FORMAT
SBC # 529/000-09-03**

Proposer Name**NOTICE TO PROPOSER:**

The Proposer shall indicate below the offered price for providing all services proposed for the following categories of personnel including all services as defined in the *pro forma* contract Scope of Services of the subject RFP. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the State shall determine the proposal to be non-responsive and reject it.

The Proposer must sign and date the Cost Proposal.

The proposed cost contained herein and the submitted technical proposal associated with this cost shall remain valid for at least **ONE HUNDRED EIGHTY (180)** days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Proposer and the State.

Category	Monthly Rate
Personnel	Enter \$ amount
Program Administrator	\$
Project Manager	\$
Project Schedule Facilitator 1	\$
Project Schedule Facilitator 2	\$
Program Controls Coordinator	\$
Program Technician	\$
Project Administrator	\$
Owner's Field Representative 1	\$
Owner's Field Representative 2	\$
	Enter Number of Persons
*Initial Relocation of Personnel	*

* The State shall provide a one-time, maximum reimbursement of FIVE THOUSAND DOLLARS (\$5,000.00) per individual for initial relocation expenses, after both Master and Individual contracts are fully executed and personnel have relocated. The Proposer's submitted number of personnel for initial relocation will not be increased for contract purposes, unless approved by the State.

Proposer Name

Title

Signature

Date

ATTACHMENT 9.4

COST PROPOSAL EVALUATION GUIDE**SBC # 529/000-09-03**

Proposer Name

RFP CoordinatorReview Date

Proposed Cost for Evaluation:	[Total Proposed Cost Amount]
--------------------------------------	------------------------------

The RFP Coordinator shall use the proposed cost for evaluation amount derived from cost proposals and the following formula to calculate the **SCORE** for the subject cost proposal (calculations shall result in numbers rounded to two decimal places).

1	Lowest total proposed cost amount from <u>all</u> proposals:	
2	The total proposed cost for <u>this</u> proposal:	
3	The amount calculated by dividing the amount in row one (1) by the amount in row two above:	
4	The maximum number of points that shall be awarded for the Cost Proposal category:	35
5	The product calculated by multiplying the amount in row #3 above times the number in row #4 above:	
THE NUMBER IN ROW FIVE (5) IS THE COST PROPOSAL SCORE		

PROPOSAL SCORE SUMMARY MATRIX

SBC # 529/000-09-03

EVALUATION TEAM SUMMARY SCORES

RFP COORDINATOR

DATE

TEAM SUMMARY SCORE	[PROPOSER NAME]		[PROPOSER NAME]		[PROPOSER NAME]	
QUALIFICATIONS Maximum Points: 10						
EXPERIENCE Maximum Points: 30						
TECHNICAL APPROACH Maximum Points: 25						
SUMMARY TECHNICAL PROPOSAL Maximum Points: 65						

COST PROPOSAL Maximum Points: 35						
--	--	--	--	--	--	--

TOTAL SCORE Maximum Points: 100						
---	--	--	--	--	--	--

**REFERENCE SUBMITTAL FORM
SBC # 529/000-02-03**

PROPOSER _____

Name of Government Client _____

Procuring Agency (Federal, State, Municipal, Other)

Name of Business: _____

Address: _____ **City:** _____ **State:** ____ **Phone:** _____

Client Representative knowledgeable about the project work:

Name: _____ **Title:** _____

Phone: _____ **Fax** _____ **E-mail:** _____

Project Title: _____

Project Location (City, State) _____

Start Date: _____ **Completion Date:** _____

Program/ Agency Name: _____

Amount of Proposer's Contract: \$ _____

Brief description of the project scope and service(s) provided:

Attach additional pages if necessary

CLIENT REFERENCE FORM
State of Tennessee RFP, SBC # 529/000-02-03

Please mail the completed reference form to the RFP Coordinator. Include a letter of transmittal on company letterhead with your signature. Return by October 28, 2004.

Address to:

Steve Westerman, RFP Coordinator
Division of Capital Projects and Real Property Management
Suite 2200 William R. Snodgrass Tennessee Tower
312 Eighth Avenue North
Nashville, Tennessee 37243-0299

Using this Microsoft Word[®] form, please record your responses in the fields that are provided.

Proposer:	
Referenced Project:	
Reference Company Name:	
Contact Person:	
Position Title:	
Telephone Number:	
Email Address:	
Date Reference Completed:	

1. Describe the work/services that the Proposer's company did for you.

--

2. What was the time period (approximately) in which the services were provided?

--

3. What is your overall opinion of the Proposer and the Proposer's staff?

--

4. Are you satisfied with the technical abilities, professionalism, and interpersonal skills of the project managers and technicians?

--

5. Were there any performance problems with the Proposer's staff?

--

6. How was the Proposer's response to short lead-time, i.e., emergency or special requests?

**7. Were assigned tasks completed in compliance with the terms of the contract?
If not, please explain.**

**8. Were projects completed on time and within budget?
If not, please explain.**

**9. Rate your level of satisfaction with both the appropriateness and quality of the work. Use
a scale of one (1) to five (5), with one being "least satisfied" and five "most satisfied."**

10. Given an opportunity, would you procure this Proposer's services again?

Additional Comments:

ATTACHMENT 9.8

Tennessee Contractor License Information
Proposal Package Cover Attachment

Any blank spaces may cause Proposal to be unacceptable and rejected.

*Provide State contractor license number, expiration date, and classifications
for Proposer as applicable and in accordance with State licensing law.
Provide all names as used for licensing or other legal transactions.*

**Proposer
Identification:**

Proposer _____

Address _____

Tennessee Contractor License information:

*Provide complete information if
licensed, or circle:*

License Number _____ (Proposer Unlicensed)

License Classification(s) applicable to Project _____

License expiration date _____ \$(_____)
Dollar Limit